

1 BILL NO. S-85-05-03

2 SPECIAL ORDINANCE NO. S- 78-85

3 AN ORDINANCE approving Civil City
4 Purchase Order Number A-39891 with
5 McMahan-O'Connor Construction for
6 the Board of Aviation of the City
7 of Fort Wayne, Indiana.

8 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
9 THE CITY OF FORT WAYNE, INDIANA:

10 SECTION 1. That Civil City Purchase Order Number
11 A-39891, between the City of Fort Wayne, by and through the Civil
12 City Purchasing Agent, and the Department of Purchasing with
13 McMahan-O'Connor Construction, respectfully for:

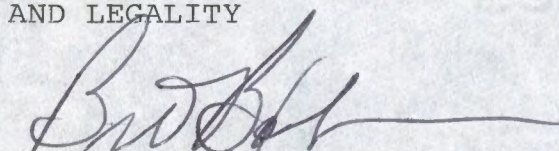
14 the awarding of a bid with respect
15 to the purchase of materials and
16 labor for the extension of Runway
17 13 for the Board of Aviation;

18 involving a total cost of One Million Nine Hundred Fifty-Six Thou-
19 sand Eight Hundred Thirty-Three and 90/100 Dollars (\$1,956,833.90),
20 all as more particularly set forth in said Purchase Order, which
21 is on file in the Office of the Department of Purchasing, and is
22 by reference incorporated herein, made a part hereof, and is hereby
23 in all things ratified, confirmed and approved.

24 SECTION 2. That this Ordinance shall be in full force
25 and effect from and after its passage, and any and all necessary
26 approval by the Mayor.

27 
28 Councilmember

29 APPROVED AS TO FORM
30 AND LEGALITY

31 
32 Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Eisbart,
seconded by Sto and duly adopted, read the second time
by title and referred to the Committee Finance (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of
_____, 19_____, at _____ o'clock _____ .M., E.S

DATE: 5-14-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Eisbart,
seconded by Stier, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GiaQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 5-28-85

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) ~~(APPROPRIATION)~~ (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 5-78-85
on the 28th day of May, 1985,

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 29th day of May, 1985,
at the hour of 11:30 o'clock A. .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 29th day of May,
1985, at the hour of 3:00 o'clock P. .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

THE CITY OF FORT WAYNE
BID # 11197

AIRPORT RUNWAY

SPEARS-DEHNER
\$ 2,220,777.87

MOELLERING CONSTRUCTION
\$2,122,107.04

RIETH-RILEY CONSTRUCTION
\$1,996,866.58

MACHAHON-O'CONNOR
\$1,956,833.90

FORM FWPO-1
APPROVED BY THE
STATE BOARD OF
ACCOUNTS FOR
CITY UTILITIES AND
CIVIL CITY OF
FORT WAYNE 1980

City of Fort Wayne
DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET, ROOM 940
FORT WAYNE, IN 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS, ETC., TO:

BOARD OF AVIATION 840
BAER FIELD, ROOM 209
FORT WAYNE, INDIANA 46809

MCPAHAN-O'CONNOR CONSTRUCTION, INC. 2223-01
P. O. BOX 588
ROCHESTER, INDIANA 46975

DELIVER TO: DEPART-
MENT OR DIVISION

SAME AS ABOVE

PURCHASE ORDER NUMBER

A- 39891

DATE 05/07/85

REQ. NO. 147

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES,
BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND
CORRESPONDENCE.

INVOICE IN DUPLICATE

XX

CIVIL CITY

CITY UTILITIES

APPROPRIATION
AND FUND NUMBER

120-120-OFFC-4431

CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

C039891

CM

N/A

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
1	PMT	*001 PER SPECIFICATIONS OF BID REF. #1197	1,956,833.90	1,956,833.90
PAVING AND ELECTRICAL WORK FOR THE EXTENSION OF RUNWAY 13 - PROJECT AIP 3-18-0022-04				
SUBJECT TO COUNCILMANIC APPROVAL: ORDINANCE NO. _____ DATE: _____				
FOR INFORMATION CONTACT PURCHASING 219-427-1101				TOTAL 1,956,833.90

COMPLIANCE WITH THE
DELIVERY DATE RE-
QUESTED WILL AVOID
"FOLLOW UP" CORRE-
SPONDENCE.

UNLESS OTHERWISE INDI-
CATED THE PRICES SHOWN
INCLUDE ALL CHARGES
FOR DELIVERY, PACKING,
ETC., NECESSARY TO COM-
PLETE DELIVERY TO DES-
TINATION SPECIFIED.

NOTE

READ
INSTRUCTIONS ON
THE BACK OF THIS
ORDER

THE CONTRACTOR OR VENDOR,
BY ACCEPTING THIS ORDER,
AGREES TO THE GENERAL CON-
DITIONS AND TERMS OF AGREE-
MENT ON THE BACK OF THIS OR-
DER.

UNLESS OTHERWISE INDICATED,
THE PRICES SHOWN DO NOT IN-
CLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE
FURNISHED WHEN NECESSARY.

INDIANA SALES TAX EXEMPTION
CERTIFICATE NUMBER
034508-03

IF THIS ORDER DOES NOT
AGREE WITH YOUR QUO-
TATION KINDLY RETURN
IT WITH AN EXPLANA-
TION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY
UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THERE-
FORE HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHO-
RIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

CITY CONTROLLER

DIRECTOR OF PURCHASES

PER

PER

CITY OF FORT WAYNE**DEPARTMENT OF PURCHASES**

Number One Main St., FT. WAYNE, IND. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

Page 1 of 17Ref. No. 1197Date March 28, 1985Date wanted 4/16/85Fund
Appropriation No. _____Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 **DEPARTMENT OF PURCHASES**Address Room 940, Number One Main St., Ft. Wayne, Ind. 46802**REQUIRED FOR DELIVERY TO:**Department
or Division Board of AviationBaer FieldAddress Fort Wayne, IN 46809**RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE**Closing
Time of Bids April 16, 1985 at 10:30 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 84608. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		PAVING AND ELECTRICAL WORK FOR THE EXTENTION OF RUNWAY #13(Project AIP 3-18-0022-04) PER THE SPECIFICATIONS UNDER SEPERATE COVER. A 100% PERFORMANCE BOND WILL BE REQUIRED OF THE SUCCESSFUL BIDDER. A PRE-BID CONFERENCE WILL BE HELD ON APRIL 8, 1985 AT 1:30 P.M. AT THE BAER FIELD TERMINAL BUILDING.		
AFFIRMATIVE ACTION: On File: _____ Attached: _____				

Performance Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES 100%
See instruction item No. 16 on reverse side hereof.

Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of service

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

McMahan/O'Connor/Construction Co., Inc.

Name of Company

Per James A. Jones Title Vice PresidentAddress P. O. Box 588

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc.Rejected _____ Date _____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

GENERAL INSTRUCTIONS

I - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

III - Guarantee with Bid

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

The Specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid for.

VIII - Specification Changes After Bid Award

Any changes in goods/services after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Department. If written consent is not obtained, the Purchasing Department may elect to accept the changes; but is not bound to do so.

IX - Bid Bond

Bidders shall submit with their Bid Proposal, a Bid Bond in the amount of: Five (5%) percent of Bid Amount. The Bid Bond must be submitted on the enclosed form. NO substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (<-----). When submitting a bond as Surety, complete the entire form and attach power of attorney. Bid Proposals submitted without being accompanied by the foregoing, when required, shall be rejected. Any Bid Proposals accompanied by a Bid Bond not properly executed, may be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and/or Performance Bond are not promptly and properly executed.

When bids are awarded, the Purchasing Department will return immediately all checks, except those of the successful Bidder(s). If a Performance Bond is required, the check of the successful bidder(s) will be returned upon compliance with the Performance Bond. If no Performance Bond is required, the check(s) of the successful bidder(s) will; be held until delivery or completion of the contract.

have the option of terminating the contract. The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XVII - Delivery Location

Delivery shall be made at the location shown below:

Department of Purchases
Room 940, One Main Street
Fort Wayne, IN 46802

XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

X - Performance Bond

The successful Bidder(s), within ten (10) calendar days after acceptance of the Bidder(s) offer by the City, shall furnish a satisfactory Performance Bond in the amount of One Hundred Percent. The Performance Bond of the successful Bidder(s) shall be conditioned on the faithful and complete performance of the requirements/obligations found in the contractual agreement(s). The Performance Bond will be in effect until total completion of all terms and conditions of this bid. Successful Bidder(s) will be responsible for all claims and injuries to persons or damages to property or premises arising out of, or in connection with his/her operations prior to the acceptance of the finished work or supplies, and that he/she will promptly make payments to all persons provided for in the contract; and shall guarantee to indemnify and save the City, it's officers, departments and employees harmless from all costs, damages and expenses growing out of, or by reason of, the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications including actual or alleged patent infringement in the matter of making, furnishing and delivering said work or supplies.

XI - Special Performance Requirements

As delivery date is a criteria for awarding this Contract, and since time is of the essence, the successful bidder agrees that the City of Fort Wayne, at its option, will deduct from any money due the successful bidder, the amount of ** per calendar day for any time required to complete Contract beyond quoted delivery date. All deductions from any money due the successful bidder are to be as liquidated damages, not as a penalty. Failure of the City to enforce this liquidated damage provision shall not constitute a waiver of the breach of the Contract for failure to timely perform. Any extension of time must be in the form of a supplement to the Purchase Order Contract. Any extension of time must be in writing; granted and issued, by the Director of Purchasing, prior to the quoted delivery date.

XII - Failure to Provide Performance Bond When Required

In the event that the Bidder(s) fail(s) to deliver to the City Purchasing Department the Performance Bond in said period of ten (10) calendar days after acceptance of Bidder's offer by the City, then the Bid Bond of the Bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall

** See specifications from Wetzel Engineers.

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME

TITLE

Carol Offerle

Director of Purchasing

Ray Hoverman

Airport Director

Invoice, Certificate of Origin & Warranty/Guarantee

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF FORT WAYNE, INDIANA

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: AUGUST 29, 1983

RE: Establishment of City Policies and Procedures With Respect to Minority Business Participation in City Procurement and Construction Contracts.

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Office, Community Development & Planning 's Compliance Office, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

- (a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;
- (b) One member shall be a member of the Common Council of the City of Fort Wayne;
- (c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;
- (d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and
- (e) The remaining member (s) shall be appointed by the Mayor, at large.

This Commitrtee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

- (a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

The definition of "minority business" might include minorities based upon sex, as well as race. Some communities have separate participation goals for minority businesses and women business enterprises. Also, consideration should be given to preference for local minority businesses;

(b) Desirability or necessity of working with other local governments, such as Allen County, Indiana, to more fully implement the goals and purposes herein stated for all local government contracts;

(c) The necessity to work within Indiana Code 36-1-9-1, which is the State Purchasing Law governing cities, so our programs will survive any and all legal challenges;

(d) The necessity to work within Indiana Code 36-1-12-1, which is the law governing the awarding of public works contracts, so our programs will survive any and all legal challenges; and

(e) The form and substance of any ordinances or resolutions to be presented to the Common Council of the City of Fort Wayne, Indiana, for the codifying of any and all programs developed concerning minority business participation.

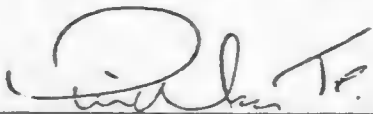
6. IMMEDIATE ACTION: The Board of Public Works of the City of Fort Wayne, Indiana, and the Director of the City's Department of Purchasing, and all other officers and employees of the City involved in the awarding of City procurement and construction contracts, are hereby charged with the duty of preparing specifications for such City procurement and construction contracts that will encourage minority business participation. Thus, as a criterion for awarding contracts, the appropriate officers of the City shall prepare specifications that include minority business participation as a vital segment of those bid specifications.

7. ATTORNEY GENERAL'S OPINION: Legal questions were raised as to whether or not the Ordinance previously submitted to the Common Council was in conflict with state law and met constitutional guidelines. Because voluntary affirmative action is an area of the law that is currently unsettled, the administration preferred, even in light of such legal questions, the passage of Ordinance. The administration was prepared, if necessary, to defend the Ordinance against legal challenge. Legal research indicates a court cannot render an advisory opinion as to whether or not voluntary affirmative action in City procurement and construction contracts is permissible under existing state law. Therefore, because of legal uncertainties of affirmative action plans, the administration shall seek an opinion from

the Indiana Attorney General on the legality of a minority business participation ordinance. The administration seeks this opinion with the understanding that while such opinions may be informative as to the Attorney General's position on such ordinances, an Attorney General's opinion is not binding in a court of law. Also, if legally possible, a similar opinion shall be sought from the United States Department of Justice.

8. NEW LEGISLATION: The City Attorney of the City of Fort Wayne, Indiana, is hereby instructed to commence immediately the drafting of new legislation for submission to the General Assembly of the State of Indiana in January of 1984. This new legislation shall concern necessary amendments to the existing State Purchasing and Public Works Construction Laws so as to clearly allow for minority business participation programs.

This document has been signed and made effective this 29th day of August, 1983.



Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

MBE/WBE STATEMENT
FOR
CITY OF FORT WAYNE, INDIANA

BID NO. 1197
BID DATE: 4/30/85

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits 15 percent (15 %), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

	<u>Name of Firm</u>	<u>Type of Work</u>
1.	Crouse Hines Co. Liverpool, N. Y.	Airport Lighting Material
2.	Roy's Custom Fabrication, Inc. 806 W. Plymouth St., Bremen, IN	Fencing & Saw-cut Grooving
3.	Northside Trucking, Inc. 1037 W. 25th St., Indpls, IN	Hauling Agg. Material, Dirt, & Asphalt
4.	W. R. Justice & Son Const. P. O. Box 974, Saginaw, MI	Seeding & Sod
	Submitted on: <u>April 30</u> , 1985	

By McMahan-O'Connor Construction Co., Inc.
(Company Name)

James W. Heyde, Vice President
(Name & Title of Person Authorized
to sign)

Business Address: P. O. Box 588
Rochester, Indiana 46975

Phone Number: 219-223-2171

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

Fulton COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

James A. Thayer

 Bidder or Agent Vice President

For McMahan-O'Connor Construction Company, Inc.

 Firm or Corporation

Subscribed and sworn to before me this 30 day of April, 1985

My Commission Expires

6/29/88

Loren A. Mattix

 Loren A. Mattix

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of.....

FIVE PERCENT (5%) OF TOTAL BID PRICE ----- Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐ Check No. in the sum of

..... Dollars

on Bank

of

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Erin Holcomb

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

Carol Rowe

BIDDER
AND
PRINCIPAL

SURETY

MCMAHAN-O'CONNOR CONSTRUCTION
COMPANY, INC.

Name of Bidder—Print or Type

By

Ronald G. Smith
Signature of Person Authorized to Sign

Title VICE PRESIDENT

P.O. BOX 588

Street Name and Number

ROCHESTER, INDIANA 46975

City, State and Zip Code

Date APRIL 30TH, 1985

SEE COVER LETTER
ST. PAUL FIRE AND MARINE
INSURANCE COMPANY

Name of Company — Print or Type

Incorporated
In the State of: MINNESOTA

P.O. BOX 55801

Address INDIANAPOLIS, INDIANA 46205

By

Ronald G. Smith

Sign on this Line ATTORNEY-IN-FACT

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-2189 and ask for the Power of Attorney Clerk. Please refer to the Certificate of Authority No. and the named individual(s).

854475

GENERAL POWER OF ATTORNEY - CERTIFIED COPY
(Original on File at Home Office of Company. See Certification.)

KNOW ALL MEN BY THESE PRESENTS: That **St. Paul Fire and Marine Insurance Company**, a corporation organized and existing under the laws of the State of Minnesota, having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

**R. Wayne Smith, John W. Sawyer, Jr., Ronald A. Smith,
Betty Robertson, individually, Rochester, Indiana**

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

**NOT TO EXCEED IN PENALTY THE SUM OF FIFTY MILLION
(\$50,000,000) EACH**

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said **St. Paul Fire and Marine Insurance Company**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

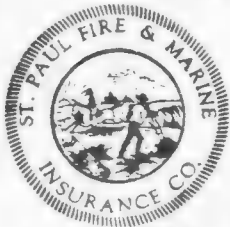
This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, Section 6(C), of the By-Laws adopted by the Board of Directors of **ST. PAUL FIRE AND MARINE INSURANCE COMPANY** at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and
- (2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and
- (3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."



IN TESTIMONY WHEREOF, **St. Paul Fire and Marine Insurance Company** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 1st day of March, A.D. 1984.

STATE OF MINNESOTA } ss.
County of Ramsey

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

[Signature]
Vice President

On this 6th day of March, 1985, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of **St. Paul Fire and Marine Insurance Company**; that the seal affixed to said instrument is the Corporate Seal of Said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.

Mary Clancy

MARY C. CLANCY, Notary Public, Ramsey County, MN
My Commission Expires November 1, 1990

CERTIFICATION

I, the undersigned officer of **St. Paul Fire and Marine Insurance Company**, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the **ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY**, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.



IN TESTIMONY WHEREOF, I have hereunto set my hand this

30TH day of APRIL, 1985

[Signature]
Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to..... City of Fort Wayne Board of Aviation Commissioners

By..... McMahan-O'Connor Construction Company, Inc. { A Corporation x
A Co-partnership
An Individual

Address..... Lucas and Wentzel Streets

..... Rochester

..... IN 46975

Date submitted..... April 30,, 19 85

Filed.....

.....

.....

.....

.....

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars (\$5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

Submitted by McMahan-O'Connor Construction Company, Inc.

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

Principal Office at Rochester, IN

To City of Fort Wayne Board of Aviation Commissioners

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? 14
2. How many years experience in road and bridge construction work has your organization had: (a) As a general contractor 60 (b) As a sub-contractor
3. What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
Numerous contracts for the State of Indiana and various individuals, corporations, cities and counties covering all types of road, street and bridge construction.			

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
Approximately \$7,000,000.00	of road and bridge construction for the State of Indiana and various cities, counties, individuals and corporations.		

4. Have you ever failed to complete any work awarded to you? No If so, where and why?

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? No If so, state name of individual, other organization and reason therefor.

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? No If so, state name of individual, name of owner and reason therefor.

7. In what other lines of business are you financially interested? None

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

T. M. HINDMAN,
State Examiner

8. For what corporations or individuals have you performed work, and to whom do you refer?.....

Small jobs only for various individuals and corporations

9. For what cities have you performed work and to whom do you refer? Rochester, Logansport, Plymouth, Attica, Indianapolis, Peru, Greencastle, Huntington, Wabash, North Manchester, Kentland, and Monticello, IN

10. For what counties have you performed work and to whom do you refer? Fulton, Marshall, Miami, Huntington, Cass, Wabash and Newton Counties in Indiana

11. For what State bureaus or departments have you performed work and to whom do you refer?.....

Indiana Dept. of Highways

Illinois Highway Dept.

Florida Highway Dept.

Kentucky Highway Dept.

Michigan Highway Dept.

12. Have you ever performed any work for the U. S. Government?..... Yes

If so, when and to whom do you refer?.....

U S Navy Civil Engineers Corps

U S Corps of Engineers

13. What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Edwin C. Boswell	President	49	Complete Supervision	
James W. Heyde	Vice Pres.	32	"	
David Heyde	Supt.	4	Bridge Const. & Estimating	
Ronald Zink	Prof. Engr.	12	Const. Supt. & Estimating	
Keith Thompson	Supt.	32	Asphalt Supt.	
Francis Zink	Supt.	36	Conc. Paving Supt.	
James Pautsch	Supt.	29	Asphalt Paving Supt.	
Reginald Smith	Supt.	12	" " "	
Edwin Heyde	Supt.	9	" " "	
George Gephart	Engineer	23	Supt. & Estimating	

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

Have gone over work with applicable plans and specifications.

2. Explain your plan or layout for performing the proposed work

Work will be performed in the manner and operational sequence normal for the type of work involved.

3. The work, if awarded to you, will have the personal supervision of whom?

RONALD F. ZINK

- *4. Do you intend to do the hauling on the proposed work with your own forces?

If so, give amount and type of equipment to be used.

concrete paving
7 TRIAXLE Dump trucks

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility.

Not known at this time
see attached Bio Documents

- * Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

- *6. Do you intend to do the grading on the proposed work with your own forces? *yes*
If so, give type of equipment to be used *see below*
- *7. If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility. *N/A*
8. Do you intend to sublet any other portions of the work? *yes* If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility *see attached Bio documents*
9. From which sub-contractors or agents do you expect to require a bond? *All*
10. What equipment do you own that is available for the proposed work?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION
2	motor graders	12F	Fair	8	Rochester yard
1	RAYGO	Roller	Fair	7	" "
1	D-6	Dozer	"	7	" "
1	CMI PAVER		"	10	" "
1	CMI Belt Packer		"	"	" "
1	Concrete Plant		"	15	" "
1	Tine Machine (CMI)		"	10	" "
1	CURE MACHINE		"	"	" "
1	REX Finishing Mach		"	15	" "
7	TRIAXLE Dump trucks		"	"	" "
4	Agitators		"	"	" "

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you? Not anticipated.

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST

12. How and when will you pay for the equipment to be purchased? N/A

13. Do you propose to rent any equipment for this work? Not anticipated If so, state type, quantity and reasons for renting.

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers. Yes.

Dated at Rochester, IN this 30 day of April, 19 85

McMahan-O'Connor Construction Company, Inc.
(Name of Organisation)

By

James W. Heyde
(Title of Person Signing)

STATE OF Indiana

COUNTY OF Fulton

ss:

James W. Heyde

being duly sworn, deposes and says that he is

Vice President of the above McMahan-O'Connor Construction Company, Inc.
(Name of Organisation)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 30 day of April, 19 85

Loren A. Mattix

Notary Public

My Commission expires 6/29/88

Contractor's Financial Statement

Submitted by McMahan-O'Connor Construction Company, Inc.

☒ A Corporation
☐ A Co-partnership
☐ An Individual

with principal office at Rochester, Indiana

To City of Fort Wayne Board of Aviation Commissioners

Condition at close of business December 31

19 84

ASSETS		Dollars					Cts.
		1	9	0	1	1	2
1. Cash: (a) On hand \$ <u>1,000.00</u> , (b) In bank \$ <u>189,112.</u> , (c) Elsewhere \$							-
2. Notes receivable (a) Due within 90 days							
(b) Due after 90 days							
(c) Past due							
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment		1	8	8	2	7	9
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate							
(a) Amount receivable after deducting retainage			2	7	4	3	3
(b) Retainage to date, due upon completion of contracts			1	5	4	8	9
5. Accounts receivable from sources other than construction contracts			2	4	9	0	5
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days							
(b) Recoverable after 90 days					5	7	3
7. Interest accrued on loans, securities, etc.				6	0	8	3
8. Real estate: (a) Used for business purposes		1	2	8	7	8	6
(b) Not used for business purposes			1	0	4	4	7
9. Stocks and bonds: (a) Listed—present market value							
(b) Unlisted—present value							
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value)			4	9	4	4	3
(b) Other materials (present value)			2	1	8	1	2
11. Equipment, book value		1	1	8	7	3	6
12. Furniture and fixtures, book value				1	9	7	0
13. Other assets			2	4	7	4	7
Total assets		4	2	3	2	8	5
LIABILITIES							
1. Notes payable: (a) To banks regular		1	2	0	0	0	0
(b) To banks for certified checks							
(c) To others for equipment obligations							
(d) To others exclusive of equipment obligations							
2. Accounts payable: (a) Not past due			7	8	9	1	9
(b) Past due							
3. Real estate encumbrances Long term notes			5	0	0	0	0
4. Other liabilities			1	0	9	7	4
5. Reserves Billings in Excess of Costs of Uncompleted Contracts						9	8
6. Capital stock paid up: (a) Common			2	4	1	8	0
(b) Common							
(c) Preferred							
(d) Preferred							
7. Surplus (net worth) \$4,399,058. less treasury stock at cost		1	3	9	1	1	3
(3,007,924.) Total liabilities		4	2	3	2	8	5
CONTINGENT LIABILITIES							
1. Liability on notes receivable, discounted or sold							
2. Liability on accounts receivable, pledged, assigned or sold							
3. Liability as bondsman							
4. Liability as guarantor on contracts or on accounts of others							
5. Other contingent liabilities							
Total contingent liabilities							

DETAILS RELATIVE TO ASSETS

1 (a) on hand..... \$ 1,000.
 Cash (b) deposited in banks named below..... 189,112.
 (c) elsewhere—(state where).....

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
First National Bank	Rochester, IN	McMahan-O'Connor	12,506.
First National Bank	Kokomo, IN	"	114,119.
Nor-Cen Bank	Culver, IN	"	62,487.

2 (a) due within 90 days..... \$
 Notes receivable (b) due after 90 days.....
 (c) past due.....

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold?..... If so, state amount, to whom, and reason.....

3 Accounts receivable from completed contracts exclusive of claims not approved for payment..... \$ 1,882,779.

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE
In. Dept. of Highways	R13336 SR 18	3,136,868.	375,704.
" " "	B14506 I-94 Porter Cdl	1,818,049.	614,240.
Marion BD. of Aviation Commissioners	Airport taxiway	478,874	120,579.
Rogers Group, Inc.	SR 57 relocation	618,026.	152,287.
Various	Various	9,331,830.	619,969.

Have any of the above been assigned, sold, or pledged?..... Yes..... If so, state amount, to whom, and reason.....
 First Nat'l Bank-Kokomo, In. - Collateral for working capital loan.

4 Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:
 (a) Amount receivable after deducting retainage..... \$ 27,433.
 (b) Retainage to date due upon completion of contract..... 15,489.

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	
In. Dept. of Highways B-14678	488,516.	309,792.	277,085.	Cur.	15,489.	17,218.
Laketon Refining Corp. Tank	86,499.	75,389.	65,174.	Cur.	-	10,215.

Have any of the above been sold, assigned, or pledged?..... Yes..... If so, state amount, to whom, and reason.....
 First Nat'l Bank-Kokomo, IN- Collateral for working capital loan.

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

5 Accounts receivable not from construction contracts \$ 249,053.

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT
Morgan Durrell Equip. Co., Cincinnati, Ohio	Sale of Equip.	Current	41,500.
In. Dept. of Highways - Indianapolis, IN	Blacktop	"	22,034.
Donald Hawkins, Cayuga, IN	Sale of Land	"	21,500.
Haley Bros. Const. Co., Terre Haute, IN	Equip. Rental	"	19,950.
Wirtz & Yates, Inc., Kentland, IN	Blacktop	"	19,442.
Ortman Drilling Co., Kokomo, IN	Blacktop	"	19,323.
Various	Various	"	105,304.

What amount, if any, is past due..... \$

6 Deposits with bids or otherwise as guarantees \$ 573.

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT
Trans World Airlines	Credit Cards	Current	425.00
Newton County REMC	Service Deposit	"	100.00
A & M Permit Service, Springfield, IL	Permits	"	48.00

7 Interest accrued on loans, securities, etc. \$ 6,083.

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT
Notes receivable		6,083.

8 Real estate { (a) Used for business purposes 128,786.
book value { (b) Not used for business purposes 10,447.

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1 Approx. 10 acres	Repair buildings	124,161.	128,786.
2 Approx. 4.848 acres	none		7,989.
3 Approx. 4.5 acres	none		2,458.
4			
5			
6			
7			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1 Rochester, IN	McMahan-O'Connor	31,650.	none
2 Hendricks Co. IN	"	900	none
3 Marshall Co. IN	"	1,040	none
4			
5			
6			
7			

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

Stocks and bonds: (a) Listed—present market value.....\$.....
(b) Unlisted—present value.....

DESCRIPTION		ISSUING COMPANY	LAST INT. OR DIV. PAID		PAR VALUE	PRESENT MARKET VALUE	QUANTITY	AMOUNT
			DATE	%				
1								
2								
3								
4								
5								
6								
7								
WHO HAS POSSESSION		IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON						AMOUNT PLEDGED OR IN ESCROW
1								
2								
3								
4								
5								
6								
7								

10

Materials in stock and not included in Item 4, Assets:		
(a) For use on uncompleted contracts (present value)	\$ 49,443.
(b) Other materials (present value)	218,123.

(b) Other materials (present value)		PRESENT VALUE	
DESCRIPTION OF MATERIAL	QUANTITY	FOR UNCOMPLETED CONTRACTS	OTHER MATERIALS
Equipment Repair Parts			73,752.
General Supplies			135,766.
Signs & Barricades			8,605.
For Construction Work: Asphalt, Fuel			
Aggregates and deferred job costs		49,443.	

11.

Equipment at book value.....\$1,101,300.

[illegible]

Are there any liens against the above? Yes If so, state total amount total serves as \$ collateral for working capital loan.

* If two or more items are lumped above, give the sum of their a.p.s.

DETAILS RELATIVE TO ASSETS (Continued)

12 Furniture and fixtures at book value..... \$ 19,703.

13 Other assets..... \$ 247,473.

DESCRIPTION	AMOUNT
Cash Surrender Value Life Insurance \$20,368. Prepaid Insurance \$9,107.	29,475.
Long term Notes Receivable	209,000.
Costs & Estimated Earnings in Excess of Billings	8,998.

TOTAL ASSETS : 4,232,857.

DETAILS RELATIVE TO LIABILITIES

1 Notes payable { (a) To banks, regular..... \$ 1,200,000.
(b) To banks for certified checks.....
(c) To others for equipment obligations.....
(d) To others exclusive of equipment obligations.....

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT
First National Bank - Kokomo, IN	Equip. & Receivables	Current	1,100,000.
State Exchange Bank - Culver, IN	None	Current	100,000.

2 Accounts payable { (a) Not past due..... \$ 789,195.
(b) Past due.....

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT
Highway Const. & Supply, Laketon, IN	Subcontract	Current	85,182.
Thompson Const. Co., Indianapolis, IN	"	"	60,454.
E & B Paving - Muncie, IN	"	"	58,151.
Metropolitan, Inc.	"	"	83,734.
Various	Subcontract & Material	"	501,674.

3 Real estate encumbrances (See Item 8, Assets) Long term notes..... \$ 500,000.

4 Other liabilities..... \$ 109,747.

DESCRIPTION	AMOUNT
Payroll taxes & withholdings	22,347.
Property taxes	49,673.
Accrued Interest	37,727.

5 Reserves Excess of billings over cost of uncompleted contracts..... \$ 981.

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
\$.....	\$.....	\$.....	\$.....	\$.....	\$.....	\$.....	\$.....

6 Capital stock paid up { (a) Common..... \$ 241,800.
(b) Preferred.....

7 Surplus \$4,399,058. less treasury stock at cost 3,007,924. \$ 1,391,134.

TOTAL LIABILITIES : 4,232,857.

If a corporation answer this:

Amount for which incorporated.....\$250,000.

Capital paid in cash.....\$ 184,200.

When incorporated.....November 3, 1924

In what state.....Indiana

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

Edwin C. Boswell - President

James W. Heyde - Vice President

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto?.....Yes

If a co-partnership answer this:

Date of organization.....

State whether co-partnership is general, limited or association.....

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....
.....	\$.....

The name of the partnership firm under which the above partners are operating is.....

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submittor a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

McMahan-O'Connor Construction Company, Inc.

NOTE: A co-partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

By: 

Vice President

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } ss:

being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Applicant must sign here)

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } ss:

being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

_____ day of _____ 19____

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF Indiana }
COUNTY OF Fulton } ss:

James W. Heyde

being duly sworn, deposes and says that he is Vice Pres. of the McMahan-O'Connor Construction Company, Inc., the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

30 day of April 1985


(Officer must sign here)

Notary Public

My Commission Expires

6/29/88

Required Assurance to be Included in all Bid Proposals. This firm assures that it will utilize not less than 15 % of Minority Business participation.

CERTIFICATE OF BIDDER for the above:

BIDDERS NAME McMahan-O'Connor Construction Company, Inc.

ADDRESS P. O. Box 588, Rochester, Indiana 46975

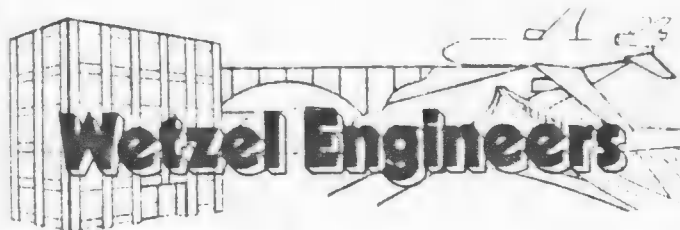
IRS NUMBER _____

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

The City of Fort Wayne Board of Aviation Commissioners, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The proposed contract is under and subject to Executive Order No. 11246 of September 24, 1965, equal opportunity clause, and to Title VI of the Civil Rights Act of 1964.

Bidders are hereby notified that all bids may be rejected if the lowest responsive bid received exceeds the engineer's estimate by more than 7% and it is determined that an award of contract would cause excessive inflationary



PLANNING

DESIGN

CONSTRUCTION

222 NO. NEW JERSEY, SUITE 100
INDIANAPOLIS, IND. 46204
TELEPHONE: 634-9912 AC 317

RICHARD B. WETZEL, P.E.

FORT WAYNE MUNICIPAL AIRPORT
BAER FIELD
Fort Wayne, Indiana
RUNWAY 13 EXTENSION
PAVING AND ELECTRICAL
AIP Project 3-18-0022-04

Addendum No. 1

TO ALL BIDDERS:

April 10, 1985

Item No. 1

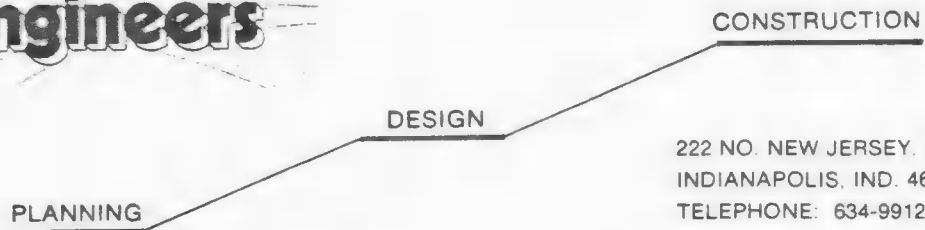
In the ADVERTISEMENT FOR BIDS, the bid receiving and opening date shall be changed from April 16, 1985 to April 30, 1985.

Receipt of this Addendum must be acknowledged in your proposal.

Michael W. Buening

Michael W. Buening,
Project Engineer

Wetzel Engineers



222 NO. NEW JERSEY, SUITE 100
INDIANAPOLIS, IND. 46204
TELEPHONE: 634-9912 AC 317

RICHARD B. WETZEL, P.E.

FORT WAYNE MUNICIPAL AIRPORT
BAER FIELD

Fort Wayne, Indiana

RUNWAY 13 EXTENSION
PAVING AND ELECTRICAL

AIP Project 3-18-0022-04

Addendum No. 2

April 22, 1985

TO ALL BIDDERS:

Item No. 1

Replace the Itemized Proposal pages P2 and P3 with the enclosed Revised Itemized Proposal pages.

Item No. 2

Revise the Fencing Plan on Sheet No. 10 of the Plans in accordance with Sketches No. 1 and No. 2.

Item No. 3

Change all mention in the Plans and Specifications concerning Porous Backfill No. 7 to Porous Backfill No. 8 conforming to IDOH Section 903.02, Gradations.

Item No. 4

Change Note No. 1 on Sheet No. 2 of the Plans to: Staging Area shall be a minimum of 800' from centerline of the runway.

Item No. 5

The barricades mentioned on Sheet No. 3 of the Plans shall be IDOH Type II with high intensity, flashing/steady burn lights with two 50-pound sand bags. Also eight split yellow/red lenses will be required.

Item No. 6

The concrete pavement from Sta. 105+00 to Sta. 107+00 shall be 8" Reinforced Portland Cement Concrete Pavement (New Item P-501-5.1c). The sub-base shall be corrected 6" to compensate for the thinner pavement.

Item No. 7

On Sheet No. 7 of the Plans, change the Type H and Type F joints between Sta. 81+98 and Sta. 83+23 to Type D or F.

Item No. 8

The removal of the lenses on the existing runway edge lights will be done by others.

Item No. 9

On Sheet No. 9 of the Plans, delete all notes and details that pertain to striated marking. Also, correct Sheet No. 9 in accordance with Sketches No. 3 through No. 7.

Item No. 10

In the Plans and Specifications, delete all mention of temporary lighting. Temporary lighting will be supplied by others.

Item No. 11

Change General Note No. 8 on Sheet No. 3 of the Plans to: No mounds of earth or stockpiles higher than 3 feet above grade will be allowed on the construction site. Stockpiles shall be marked with barricades. No stockpiles will be allowed southeast of Sta. 89+00.

Item No. 12

Change General Note No. 9 on Sheet No. 3 of the Plans to: All equipment shall be located in the staging area during non-working hours.

Item No. 13

The construction operations shall be done in 2 sequences. The first sequence will be excavation, paving and other construction activities between Sta. 89+00 and Sta. 118+00. The localizer at Sta. 86+00 and the existing Runway 13 will remain active during this period. When paving is completed in Sequence 1, Sequence 2 will begin. Sequence 2 will be the finishing of the excavation and paving operations between Sta. 81+00 and Sta. 89+00 and the remainder of all construction activities to complete the project. At the beginning of Sequence 2, the Runway 13 threshold will be relocated. The contractor will at this time, place the temporary markings and obliterate the existing marking that is associated with the relocated threshold. Sequence 2 will not begin until after July 22, 1985. Delete mention in Critical Operations on Sheet No. 3 of work before construction begins.

Item No. 14

The contractor shall remove the localizer and the localizer equipment shelter. This work shall be incidental to the Unclassified Excavation Item. This work will be coordinated with Federal Aviation Administration personnel.

Item No. 15

Additional earthwork including placing fill at future Taxiway "C" that is not shown on the cross sections will be required. The quantity for Item P-152-4.1, "Unclassified Excavation", has been adjusted. Unclassified Excavation will be paid at cubic yards of cut. Delete all mention to payment as Plan Quantity.

Item No. 16

Water utility work is anticipated to occur within the project limits. The contractor shall coordinate his work with the utility involved.

Item No. 17

The contractor shall install a 5KV 50 amp, porcelan enclosed, non-indicating high voltage cutout with solid link to be used as a manual ground for grounding one side of the series loop at the load side of the series cutout. Extension of the existing home-run cable may be required. Cost of high voltage cutout shall be included in the unit price bid for series cutout.

Item No. 18

Sketches No. 8 and No. 9 show revisions to Sheet No. 12 in the Plans. The revisions include deleting the VASI-4, 8 threshold lights, counterpoise, cable and duct. Also, the revisions add one set of REIL lights, one set of PAPI-4 light units and 135 feet of 2" conduit.

Item No. 19

The REILs to be provided shall be installed in accordance with AC 150/5345-51 and AC 150/5340-14B and shall be L-849, Style A, manufactured by Multi-Electric Mfg., Inc. The REIL bid item shall include wire, duct, trenching, connection to power supply circuit breaker panel, junction box, and an adjustable current sensing circuit.

Item No. 20

The REIL current sensing circuit shall be for the on-off control of the REILs. It will sense the current in the runway series system and will be capable of adjustment to turn the REILs on at Step 4 or 5 of the runway light system.

Item No. 21

The REIL installation shall be subject to inspection by Federal Aviation Administration personnel.

Item No. 22

The PAPI-4 to be provided shall be installed in accordance with Draft AC 150/5345-28D and shall be an L-880, Style A, Class II model. The PAPI-4 bid item shall include wire, trenching, power supply circuit breaker panel, PAPI-Runway System Interlock Relay, and all requirements of the United REMC to connect to the power source.

Item No. 23

The contractor shall supply PAPI-Runway System Interlock Relay which shall contain a 30/45 watt isolation transformer located at a nearest edge light, wiring between the transformer and the PAPI power supply panel, a magnetic contactor and any other circuitry. The Interlock Relay shall sense the runway light current and stop the operation of the PAPI units during night time when the runway edge lights are not operating. The interlock relay current sensing circuitry shall be located in the weatherproof enclosure provided 240-volt power to the PAPI and REILs.

Item No. 24

The power supply breaker panel shall contain circuit breakers sized according to manufacturer's recommendations for the PAPI and REILs. The panel shall be a weather proof enclosure with minimum dimensions of 18" high, 14" wide and 6" deep. It shall be mounted on two legs equipped with breakable couplings.

Item No. 25

The PAPI and REIL equipment shall have footings as the VASI-4 footings shown on Sheet No. 13 of the Plans.

Item No. 26

The power and control cable between PAPI equipment and between REIL equipment shall be sized according to manufacturer's recommendations.

Item No. 27

The contractor shall permanently mark the aiming angles on the PAPI light units.

Item No. 28

The REIL installation shall be subject to inspection by Federal Aviation Administration personnel.

Item No. 29

L-867 light fixture bases with a 20" depth are acceptable.

Item No. 30

The connection between 2" and 4" PVC ducts shall be done with reducer fittings.

Item No. 31

The stake-mounted light at Sta. 89+55 shall be deleted and replaced with a base-mounted light.

Item No. 32

Change Note No. 2 of Sheet No. 2 of the Plans to: Batch Plant shall be obstruction lighted in accordance with AC 70/7460-1 and shall be no taller than 45 feet and shall be set in the staging area no less than 1000' from centerline of Runway 13.

Item No. 33

Change the Stockpile Haul Route on Sheet No. 2 of the Plans in accordance with Sketch No. 10,

Item No. 34

The maximum height of construction equipment shall be 20 feet. Equipment with greater heights will require notification and acceptance by the engineer, Federal Aviation Administration, and the airport.

Item No. 35

The temporary lighting on Sheet No. 2 of the Plans, provided by others, will be located at the relocated threshold, approximate Sta. 67+00.

Item No. 36

Change all mention of displaced threshold to relocated threshold in the Plans and Specifications.

Item No. 37

Change the wording "when work is performed within 80' of existing pavement" to "during Sequence 2 of construction procedures", in Note No. 3 on Sheet No. 3 of the Plans.

Item No. 38

Change Note No. 1 of Critical Operations on Sheet No. 3 of Plans to: contractor shall notify the resident inspector 48 hours in advance of any work performed southeast of Sta. 89+00. The inspector and the airport shall notify the Federal Aviation Administration for issuance of NOTAMS.

Item No. 39

On Sheet No. 4 of the Plans, the variable slopes shown off of pavement surfaces are 1.5% minimum and 5% maximum.

Item No. 40

On Sheet No. 5 of the Plans, the existing runway has a profile grade of 0.0%.

Item No. 41

On Sheet No. 5 of the Plans, the grading northwest of Sta. 107+00 shall have a maximum slope of -5.0%.

Item No. 42

On Sheet No. 7 of the Plans, all doweled longitudinal construction joints within 25 feet of the edge of pavement shall be changed to a doweled-tied construction joint with 1 1/2" Dia., 22" long dowels, and #8, 36" long tie-bars alternating at 15" centers.

Item No. 43

On Sheet No. 9 of the Plans, add Note No. 7, "The contractor shall obliterate the remaining existing touchdown markers and all relocated threshold marking as required.

Item No. 44

Add to Section 108-3.9 of the Specifications the following: (g) The contractor shall determine the insulation resistance of the existing runway light circuit before connecting any new cable.

Item No. 45

On Sheet No. 12, Note No. 8, replace the wording "it is recommended that a heat shrinkable tubing with internal adhesive to be", to "a heat shrinkable tubing with internal adhesive shall be".

Item No. 46

On Sheet No. 12, Note No. 12, the note should start as follows: "Base mounted lights shall have at least three 1/4" minimum....."

Item No. 47

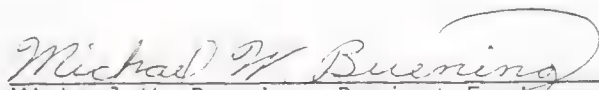
The breakable couplings required on the light fixture detail on Sheet No. 13 shall be a Class "A" breakable coupling.

Item No. 48

The contractor shall tag and number the new light fixtures as directed by the engineer.

Item No. 49

The secondary wire connection in the light fixture detail on Sheet No. 13 shall not be taped.

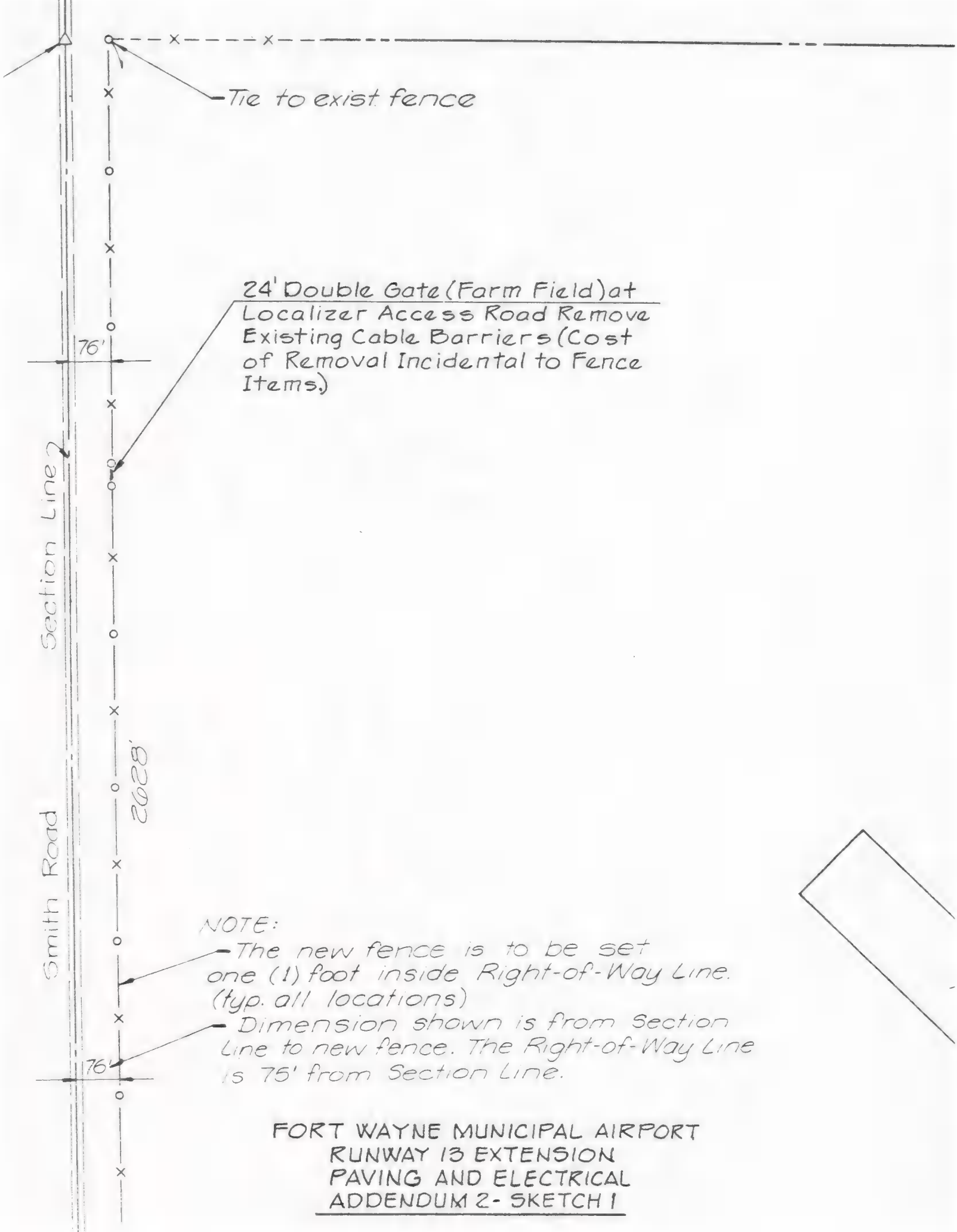

Michael W. Buening, Project Engineer

FORT WAYNE MUNICIPAL AIRPORT
AIP 3-18-0022-04

ITEMIZED PROPOSAL
RUNWAY 13 EXTENSION
PAVING AND ELECTRICAL

FAA SPEC. NO.	IN. CODE NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE		AMOUNT
					WORDS	NUMERALS	
M-100-4.1	100.0	Mobilization & Demobilization	LS	1			
M-102-3.1	263.0	Pavement Removal	SY	809			
P-152-4.1	204.0	Unclassified Excavation	CY	22,000			
P-401-6.1a	249.4	Bituminous Surface	TN	399			
P-401-6.1b	249.2	Bituminous Base	TN	14,030			
P-401-6.1c	252.0	Scarify Existing Asphalt	SY	2,418			
P-603-5.1	265.0	Bituminous Tack Coat	GAL	3,890			
P-501-5.1a	261.2	14" Portland Cement Concrete Pavement	SY	38,528			
P-501-5.1b	262.0	Saw-Cut Grooving	SY	37,556			
P-501-5.1c	257.0	8" Reinforced Portland Cement Concrete Pavement	SY	3,333			
P-620-5.1a	277.0	Runway Painting	SF	64,857			
P-620-5.1b	277.5	R/W Marking Obliteration	SF	36,595			
D-705-5.1a	465.0	6" Perforated CSP	LF	4,930			
D-705-5.1b	465.0	6" CSP	LF	802			
D-705-5.1c	463.5	Porous Backfill, No. 8	CY	1,534			
F-161-5.1a	300.0	47" Farm Field Fence	LF	6,127			
F-161-5.1b	305.0	24' Double Gate, 47" FFF	EA	2			
F-162-5.1a	309.9	42" Chain-link Fence	LF	991			
F-162-5.1b	315.0	24' Double Gate, 42" Chain-link Fence	EA	1			

AA SPEC. NO.	IN. CODE NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE		AMOUNT	
					WORDS	NUMERALS		
-108-5.1a	613.0	1/c, #8, 5KV Cable in Duct	LF	5,476				
-108-5.1b	614.0	#8, Counterpoise, in Trench	LF	5,278				
-110-5.1a	649.0	4-Inch, 4-Way Duct	LF	390				
-110-5.1b	651.6	2" Steel Conduit	LF	195				
-110-5.1c	650.5	2" PVC Duct	LF	4,944				
-125-5.1a	660.0	H.I. R/W Light, Base Mtd. L-862	EA	31				
-125-5.1c	630.0	Series Cutout	LS	1				
-125-5.1d	666.0	PAPI-4	SET	1				
-125-5.1e	664.0	REILS	SET	1				
-125-5.1f	640.2	Junction Box	EA	2				
T-901-7.1	501.1	Mulched Seeding	MSF	2,648				
T-904-5.1	503.0	Sodding	SY	3,359				
T-905-5.1	504.5	Topsoil	CY	1,436				
	101.1	Field Office, 120 SF	MOS	6				
TOTAL								



Tie to exist fence

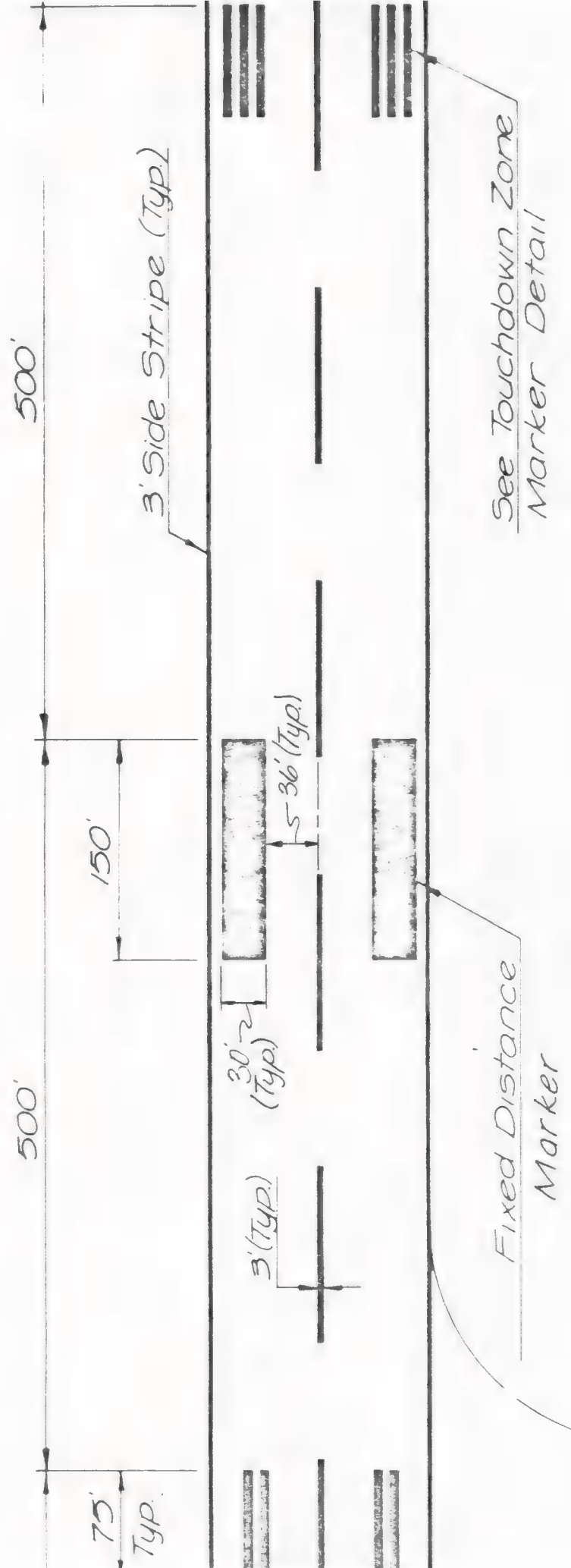
24' Double Gate (Farm Field) at
Localizer Access Road Remove
Existing Cable Barriers (Cost
of Removal Incidental to Fence
Items.)

NOTE:
The new fence is to be set
one (1) foot inside Right-of-Way Line.
(typ. all locations)
Dimension shown is from Section
Line to new fence. The Right-of-Way Line
is 75' from Section Line.

FORT WAYNE MUNICIPAL AIRPORT
RUNWAY 13 EXTENSION
PAVING AND ELECTRICAL
ADDENDUM 2- SKETCH 1

06

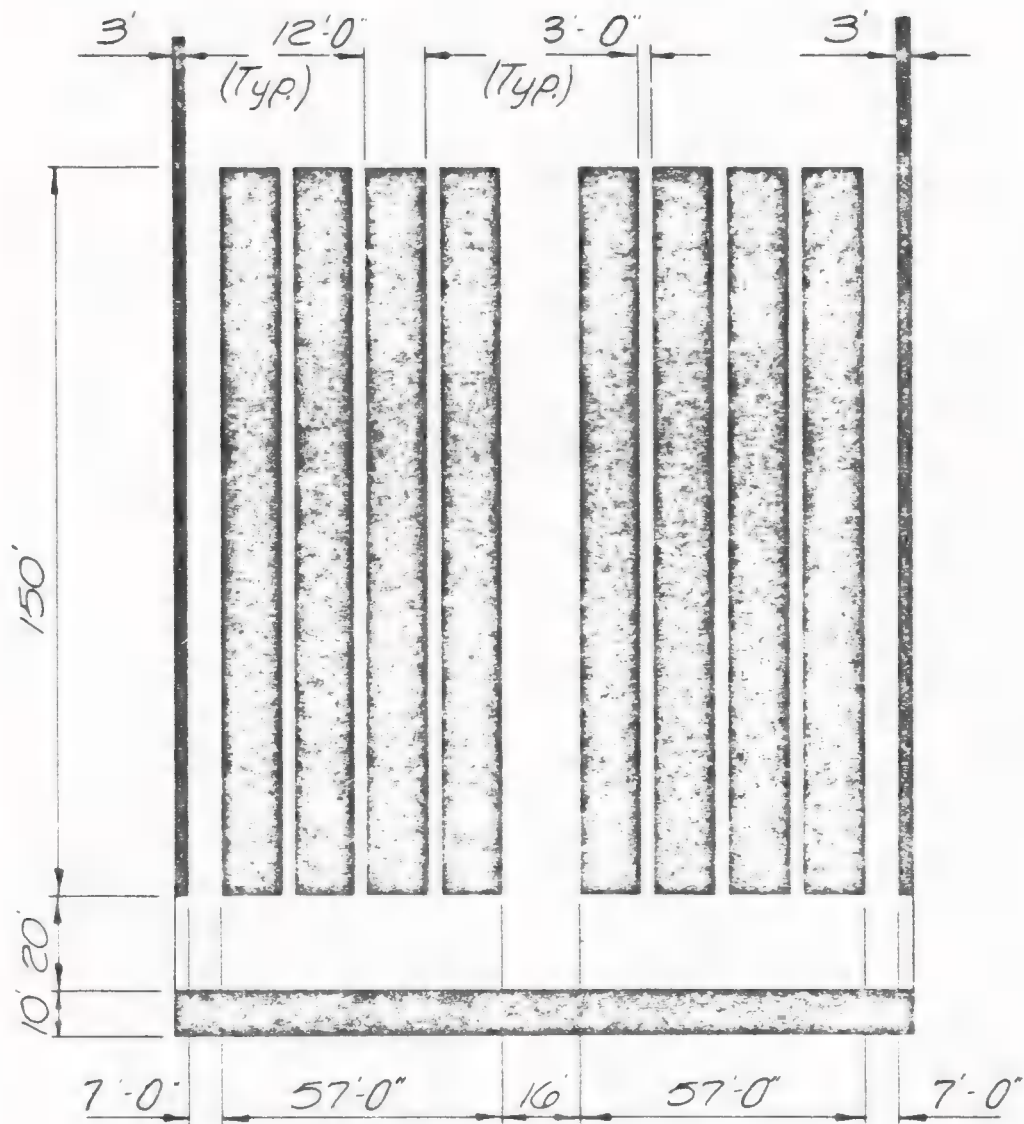
06



MARKING PLAN

Scale: 1" = 100'

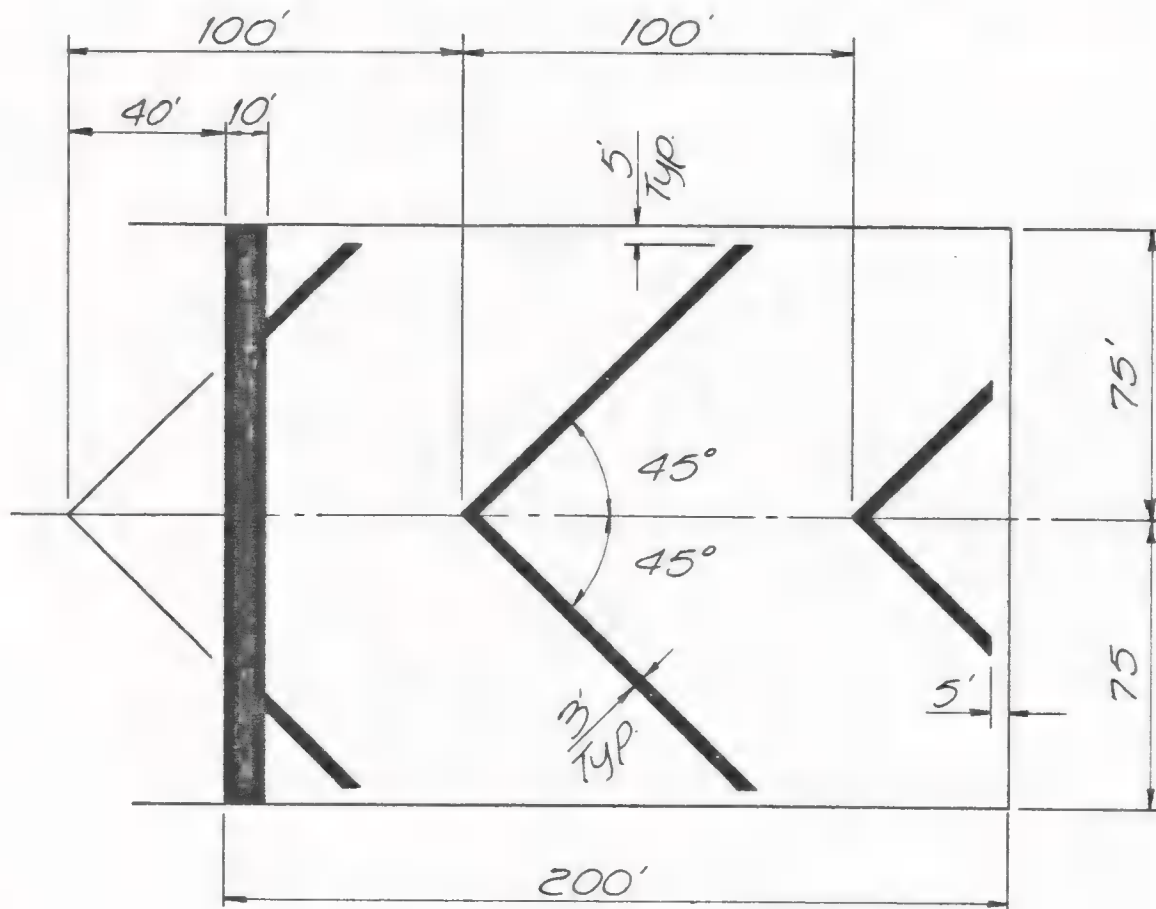
Addendum #2 Sketch #3



THRESHOLD MARKING DETAIL

Scale: 1" = 40'

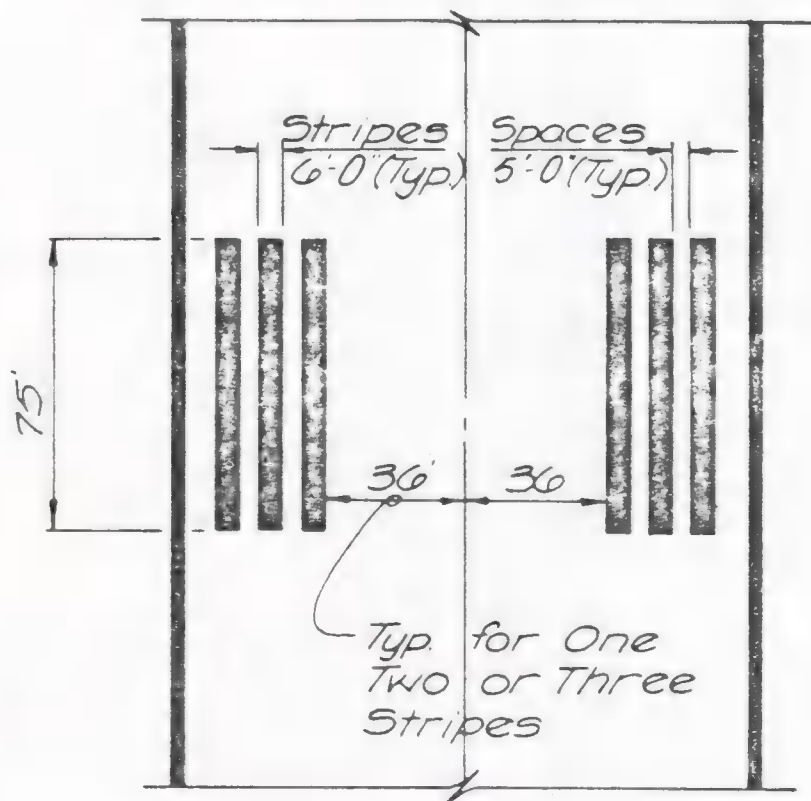
Addendum #2 Sketch #4



BLAST PAD DETAIL

Scale: 1" = 50'

Addendum #2 Sketch #5



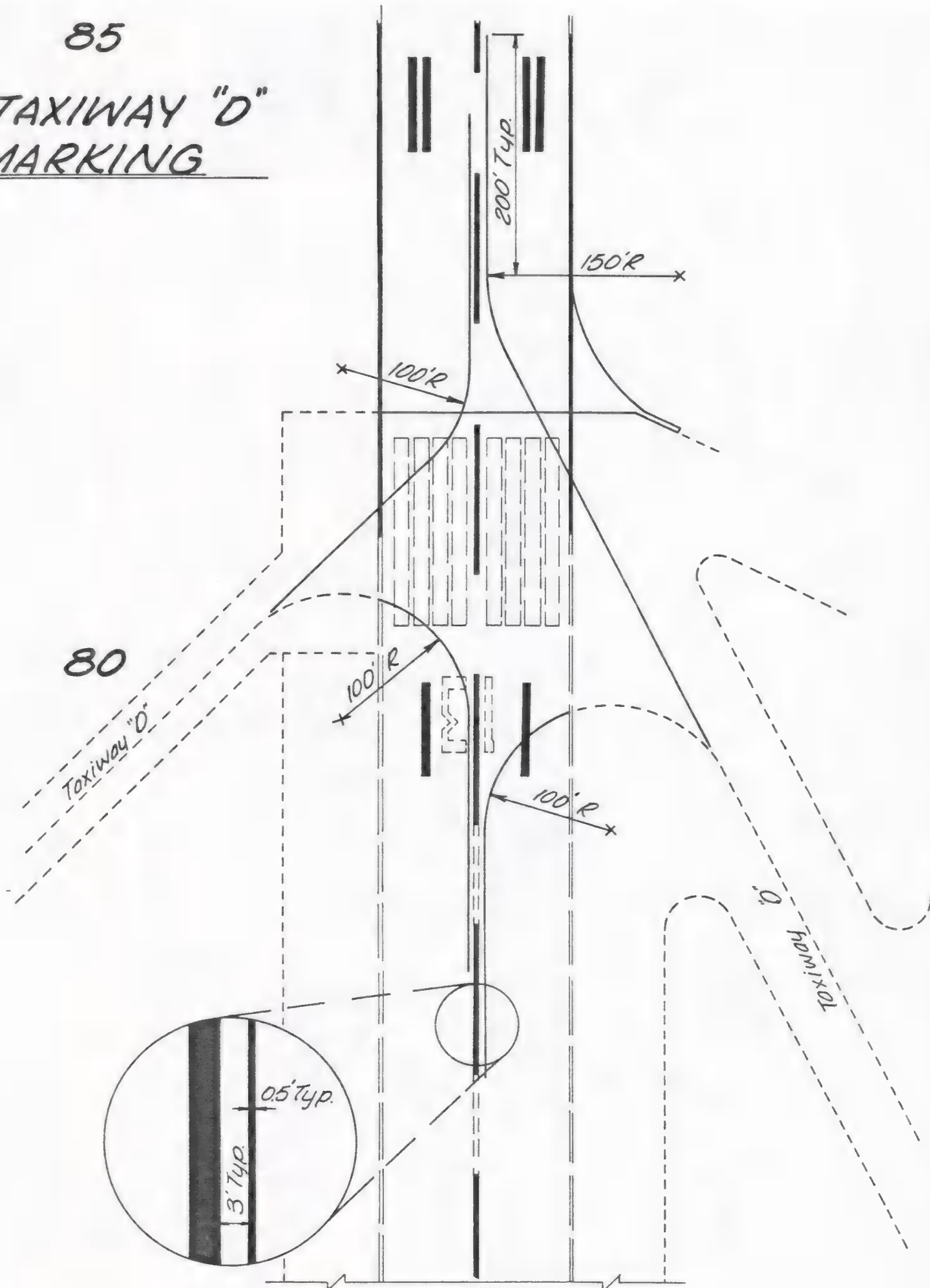
TOUCHDOWN ZONE MARKER

Scale: 1" = 50'

Addendum #2 Sketch #6

85

TAXIWAY "D" MARKING



95

100
3 1/2" #4 600V, #8 Counterpoise
Approx 900' to exist power pole
from E of R/W & Cable
Markers Req'd. Cost included in
PAPI item

170' of 4"-4W
Duct Req'd
Sta 94+90

R/W 13

PAPI LIGHT UNITS
Sta. 95+00

- 50'
 - 20'
 - 20'
 - 20'
- Unit #1
Unit #2
Unit #3
Unit #4
PAPI CONTROL UNIT

Power Supply Breaker
Panel. Shall be an
Approved Weatherproof
Enclosure Cost included
in PAPI item

Connection for
PAPI Interlock
Relay

3 1/2" #6 600V, #8 Counterpoise
Cost included in REIL item

110' of 4"-4W
Duct Req'd

105

1 1/4" Impact Covers
On Threshold Lights
In Pavement

135' of 2" Steel
Conduit Req'd

REIL Unit
Sta 105+14
150' Lt

170' of 2" Steel
Conduit. Cost
Included in
REIL item

REIL Unit
Sta 105+14
150' Rt

PC 102+60
85' Rt

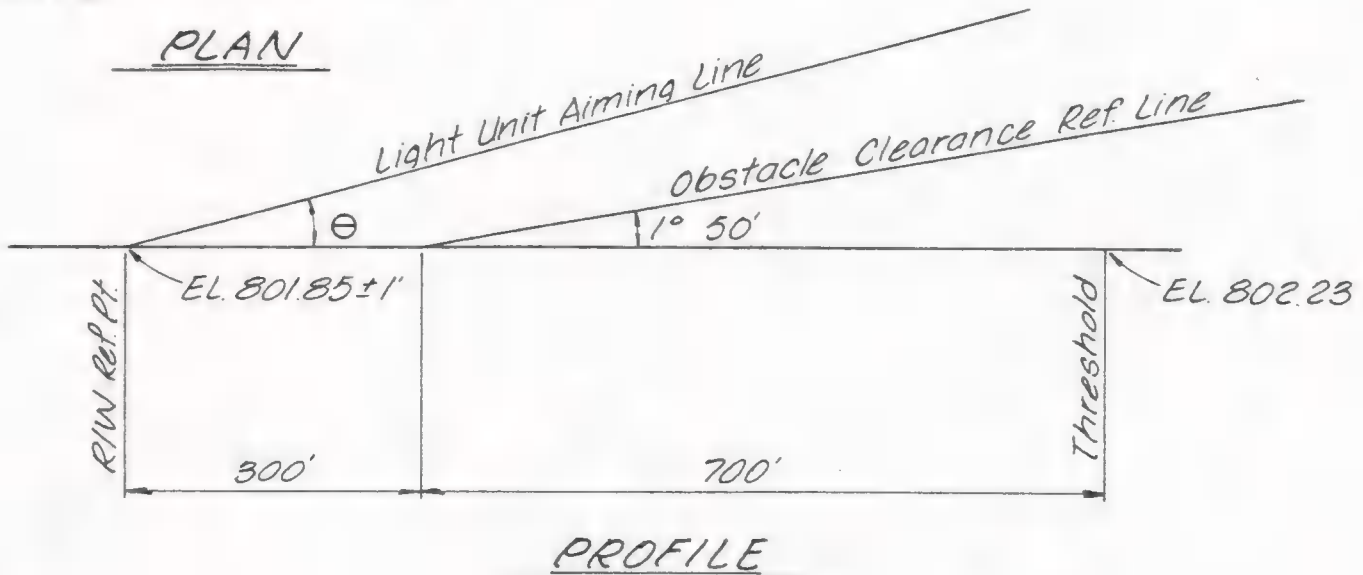
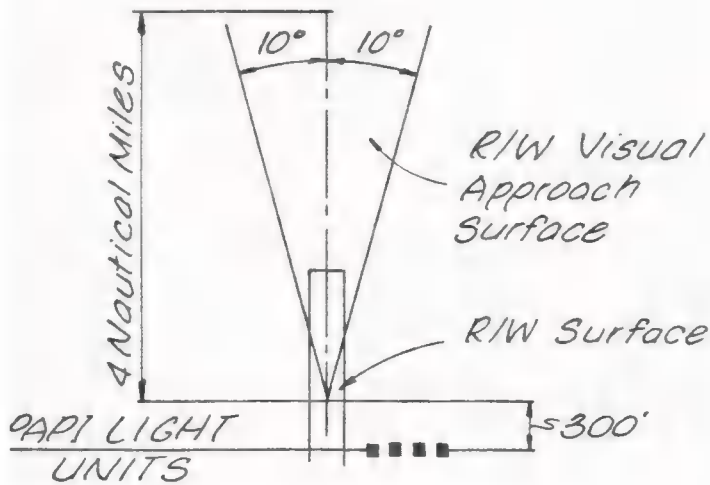
+00
225'
+10'
225'

L-87 Junction Box
W/ 1 1/4" Impact Cover
and an isolation transformer
for R/W current sensing
circuit. Cost included in
REIL item

LIGHTING PLAN Sta. 95-105

Addendum #2 Sketch #8

Aiming Line Angles	
Light Unit	Θ
#1	3°30'
#2	3°10'
#3	2°50'
#4	2°30'

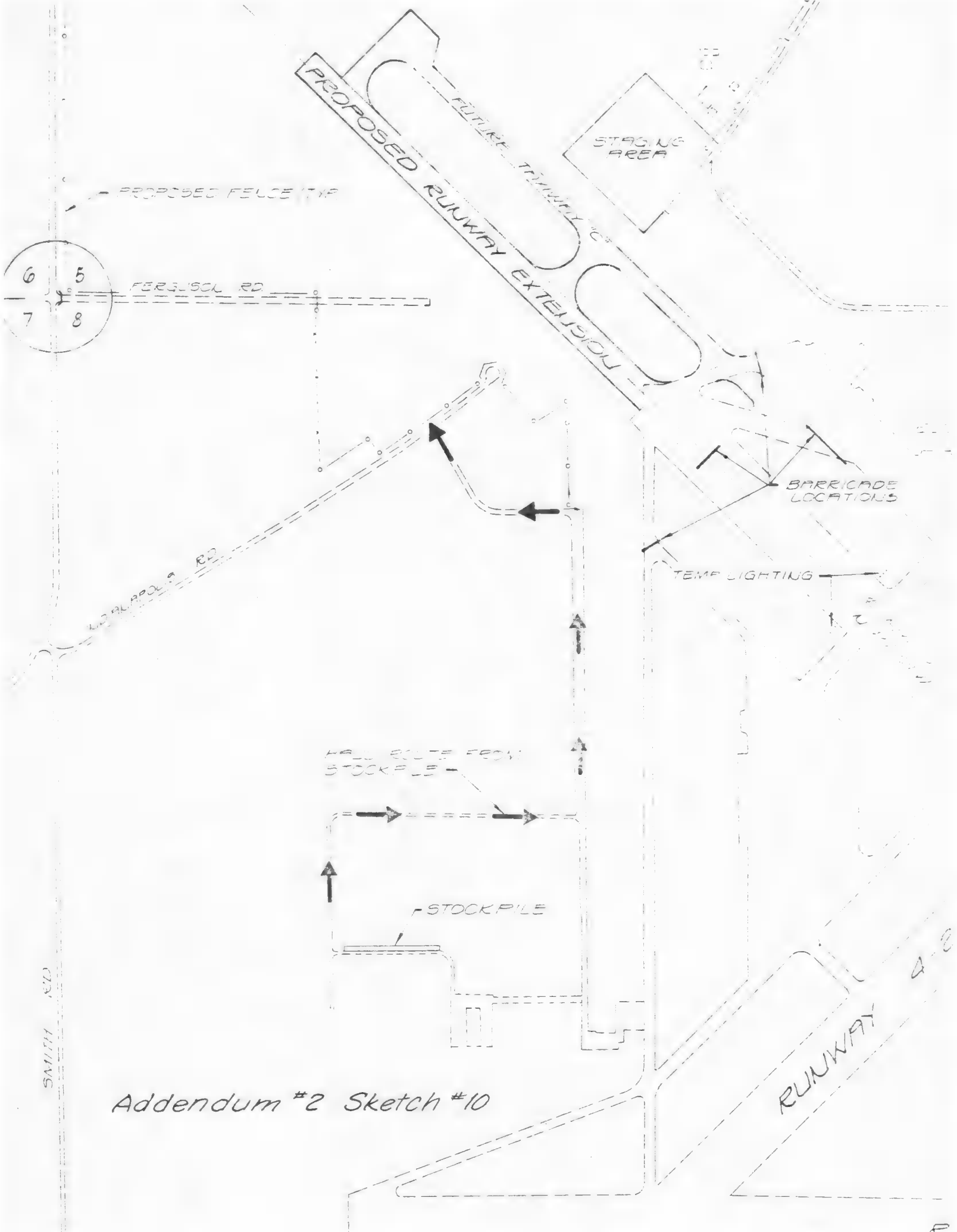


NOTES

1. Aiming and reference lines are taken from a horizontal plane.
2. Contractor shall verify the obstacle clearance reference line.
3. Each light unit shall be aimed outward into the approach zone parallel to R/W Q_L within $\pm 1/2$ degree.
4. The beam centers of all light units shall be within ± 1 inch of a horizontal plane.
5. The front face of each light unit shall be located within ± 6 inches of a line perpendicular to the R/W Q_L .

PAPI AIMING DETAILS

Addendum #2 Sketch #9



Addendum #2 Sketch #10

ITEMIZED PROPOSAL

Supplementing the enclosed Contractor's Bid Form No. 96, the undersigned submits the following itemized proposal upon which the bid is based. The undersigned further acknowledges that he is fully aware of all conditions existing regarding the project, and has full understanding of all work to be done as outlined in the plans and specifications for the project; and further agrees that any change orders to the contract authorized by the Indianapolis Airport Authority shall be based on the following schedule of unit prices where applicable.

The undersigned shall complete the following statement by checking the appropriate boxes:

(1) The undersigned has (☒) has not () participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, dated March 6, 1961; or Executive Order 11114, dated June 22, 1963; or Executive Order 11246, dated September 24, 1965.

(2) The undersigned has (☒) has not () submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontractors.

(3) If the undersigned has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the undersigned shall submit a compliance report on Standard Form 100, "Employer Information Report EEO-1", prior to the award of contract.

ITEMIZED PROPOSAL
RUNWAY 13 EXTENSION
PAVING AND ELECTRICAL

FORT WAYNE MUNICIPAL AIRPORT
AIP 3-18-0022-04

FAA SPEC. NO.	IN. CODE NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE		AMOUNT
					WORDS	NUMERALS	
M-100-4.1	100.0	Mobilization & Demobilization	LS	1	One hundred sixty three thousand Sixty four Dollars and seventy cents	163,064.70	163,064.70
M-102-3.1	263.0	Pavement Removal	SY	809	Four Dollars and Ninety Six Cents	4.96	4,012.64
P-152-4.1	204.0	Unclassified Excavation	CY	22,000	Four Dollars and Three Cents	4.03	88,660.00
P-401-6.1a	249.4	Bituminous Surface	TN	399	Thirty Nine Dollars & Eight Cents	39.08	15,592.92
P-401-6.1b	249.2	Bituminous Base	TN	14,030	Thirty Dollars & Eight Cents	30.08	422,022.40
P-401-6.1c	252.0	Scarify Existing Asphalt	SY	2,418	Eighty Cents	.80	1,934.40
P-603-5.1	265.0	Bituminous Tack Coat	GAL	3,890	Ninety Cents	.90	3,501.00
P-501-5.1a	261.2	14" Portland Cement Concrete Pavement	SY	38,528	Twenty Two Dollars & Seventy One Cents	22.71	874,970.88
P-501-5.1b	262.0	Saw-Cut Grooving	SY	37,556	One Dollar and Fifteen Cents	1.15	43,189.40
P-501-5.1c	257.0	8" Reinforced Portland Cement Concrete Pavement	SY	3,333	Twenty Four Dollars & Seventy Nine Cents	24.79	82,625.07
P-620-5.1a	277.0	Runway Painting	SF	64,857	Twenty Cents	.20	12,971.40
P-620-5.1b	277.5	R/W Marking Obliteration	SF	36,595	Eight Cents	.08	2,927.60
D-705-5.1a	465.0	6" Perforated CSP	LF	4,930	Six Dollars & Thirty One Cents	6.31	31,108.30
D-705-5.1b	465.0	6" CSP	LF	802	Nine Dollars & Four Cents	9.04	7,250.08
D-705-5.1c	463.5	Porous Backfill, No. 8	CY	1,534	Sixteen Dollars & Eighteen Cents	16.18	24,820.12
F-161-5.1a	300.0	47" Farm Field Fence	LF	6,127	Two Dollars & Sixty Five Cents	2.65	16,236.55
F-161-5.1b	305.0	24' Double Gate, 47" FFF	EA	2	Six hundred twenty four cents	624.06	1,248.12
F-162-5.1a	309.9	42" Chain-Link Fence	LF	991	Six dollars and twelve cents	6.12	6,064.92
F-162-5.1b	315.0	24' Double Gate, 42" Chain-Link Fence	EA	1	Five Hundred Ninety Six Dollars & Twenty Five Cents	596.25	596.25

FAA SPEC. NO.	IN. CODE NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE		AMOUNT
					WORDS	NUMERALS	
L-108-5.1a	613.0	1/c, #8, 5KV Cable in Duct	LF	5,476	Fifty Seven Cents	.57	3,121.32
L-108-5.1b	614.0	#8, Counterpoise, in Trench	LF	5,278	Forty Eight Cents	.48	2,533.44
L-110-5.1a	649.0	4-Inch, 4-Way Duct	LF	390	Nineteen Dollars & Forty Eight Cents	19.48	7,597.20
L-110-5.1b	651.6	2" Steel Conduit	LF	195	Seven Dollars & Sixty Two Cents	7.62	1,485.90
L-110-5.1c	650.5	2" PVC Duct	LF	4,944	Two Dollars & Forty Seven Cents	2.47	12,211.68
L-125-5.1a	660.0	H.I. R/W Light, Base Mtd. L-862	EA	31	Four hundred seventy four dollars & Ninety four Cents	474.94	14,723.14
L-125-5.1c	630.0	Series Cutout	LS	1	Eight hundred Fifty Three dollars & Sixty Cents	853.60	853.60
L-125-5.1d	666.0	PAPI-4	SET	1	Seventeen thousand four hundred sixty one dollars & sixty eight cents	17,461.68	17,461.68
L-125-5.1e	664.0	REILS	SET	1	Nine thousand Nine hundred twelve dollars & Sixty five cents	9,912.65	9,912.65
L-125-5.1f	640.2	Junction Box	EA	2	Four hundred thirty five dollars & thirty nine cents	435.39	870.78
T-901-7.1	501.1	Mulched Seeding	MSF	2,648	Twenty four dollars & Forty seven Cents	24.47	64,796.56
T-904-5.1	503.0	Sodding	SY	3,359	Two dollars & Forty two cents	2.42	8,128.78
T-905-5.1	504.5	Topsoil	CY	1,436	Five dollars & Forty four cents	5.44	7,811.84
101.1		Field Office, 120 SF	MOS	6	Four hundred twenty one dollars & Forty three cents	421.43	2,528.58
		TOTAL			One Million Nine hundred fifty six thousand Eight Hundred thirty three dollars & Ninety cents		1,956,833.90

The undersigned further agrees to complete all work for the project in
80 working days.

The undersigned hereby acknowledges receipt of the following Addenda:

No. 1 Dated: April 10, 1985

No. 2 Dated: April 22, 1985

No. _____ Dated: _____

IN TESTIMONY WHEREOF, the bidder has hereunto set his hand this 30
day of April, 1985.

(Seal)

McMahan-O'Connor Construction Company, Inc.
(Individual, Firm, or Corporation)

By: [Signature]

Title: Vice President

ATTEST: [Signature]

BID OF

McMahan-O'Connor Contractor

Construction Company, Inc.

P. O. Box 588
Rochester, IN 46975 Address

FOR

Fort Wayne Municipal Airport (Baer Field)

Runway 13 Extension, Paving and Electrical

AIP 3-18-0022-04

Filed, 19

Action taken

CONTRACTOR'S BID

on paving and electrical
Insert class of work
Rochester, Indiana, April 30, 19 85
To City of Fort Wayne Board of Aviation Commissioners
Fort Wayne, IN

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the
Fort Wayne Municipal Airport (Baer Field), Runway Extension, AIP 3-18-0022-04
Insert class of work

to be located Fort Wayne, IN
according to the plans and specifications prepared by Wetzel Engineers
Engineer or Architect
, now on file in the office of the Department of
Purchasers, Fort Wayne, IN for the sum of One Million Nine hundred Fifty
State amount in figures and words
Six Thousand Eight Hundred Thirty Three Dollars & Ninety Cents \$ 1,956,833.90

If extra work is necessary to extend the foundations to a greater depth than required by the plans and specifications, or otherwise, such extra work will be completed according to the written instructions of the architect and owner for the following unit prices:

Excavation \$ per cu. yd.
Concrete work (including forms) \$ per cu. yd.
Brick work \$ per M.
(State whether actual brick or mason's measurement)
\$

ALTERNATE BIDS

The undersigned also proposes to furnish or to omit all labor and material necessary to complete work as required by the "Alternate Bids," as provided in the plans and specifications as follows:

(State the number of alternate, if given in the specifications; if not, state the exact character of the work which it is proposed to add, or to omit from the work as provided for in the plans and specifications and the amount to be added or deducted from base bid.)

Alternate No. 1.

SEE ENCLOSED PROPOSAL

(If additional space is needed for alternates, use blank space on reverse side.)

The Contractor and his sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

IN TESTIMONY WHEREOF, The bidder has hereunto set his hand this _____ day of _____, 19____.

Bidder

IN TESTIMONY WHEREOF, The bidder (a firm) have hereunto set their hands this _____ day of _____, 19____.

(Firm name) _____

Individual names { By _____

IN TESTIMONY WHEREOF, The bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 30 day of April, 1985

McMahon O'Connor Construction Company, Inc.

Name of corporation

(Seal)

Vice President

TERMS OF ACCEPTANCE

The above bid is accepted or rejected this _____ day of _____, 19____, subject to the following conditions: _____

(Signed) _____

Attest _____

Note: Bidders for work for all municipalities, except counties, use this form.

Bid Bond

Enclosed herewith find ~~certified check~~ for \$ _____, being 5% % of the maximum bid herein, made payable to City of Fort Wayne Board of Aviation Commissioners
Name of officer and municipality

The proceeds of which are to remain the absolute property of said City of Fort Wayne Board of Aviation
Municipality Commissioners
if ~~McMahan - O'Connor Construction Company, Inc.~~ shall not within 10 days after notice of acceptance
Bidder
of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract in the approval of the proper officials of said City of Fort Wayne Board of Aviation Commissio
Municipality ers

Note: Bidders on county work use this form.

Enclosed herewith find a bidder's bond in an amount equal to the maximum bid herein, subject to the approval of the board of county commissioners, conditioned as follows: That if the board of county commissioners

shall award _____ the contract for said work, that

shall within _____ days enter into a contract with said board for said work and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by said board and according to the time, terms and conditions specified in said contract to be entered into and shall promptly pay all debts incurred in the prosecution of said work.

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and ~~McMahan - O'Connor Construction Company, Inc.~~
agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them, have in any way, directly or indirectly, entered into any arrangement or agree-

ment with any other bidder, or with any public officer of such City of Fort Wayne Board of Aviation Com whereby such affiant or affiants or either of them, has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.


FOR:  McMahan - O'Connor Construction Company, Inc.

Subscribed and sworn to before me by James W. Heyde

this 30 day of April, 19 85.

My Commission expires

6/29/88


Loren A. Mattix - Notary Public

Subscribed and sworn to before me by

this _____ day of _____, 19 _____

My Commission expires

Subscribed and sworn to before me by

this _____ day of _____, 19 _____

My Commission expires

CITY OF FORT WAYNE**DEPARTMENT OF PURCHASES**

Number One Main St., FT. WAYNE, IND. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 **DEPARTMENT OF PURCHASES**

Address Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Board of Aviation
Baer Field

Address Fort Wayne, IN 46809

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids April 16, 1985 at 10:30 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34508. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)Page 1 of 17Ref. No. 1197Date March 28, 198Date wanted 4/16/85Fund
Appropriation No. _____

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		PAVING AND ELECTRICAL WORK FOR THE EXTENTION OF RUNWAY #13(Project AIP 3-18-0022-04) PER THE SPECIFICATIONS UNDER SEPERATE COVER.		
		A 100% PERFORMANCE BOND WILL BE REQUIRED OF THE SUCCESSFUL BIDDER.		
		A PRE-BID CONFERENCE WILL BE HELD ON APRIL 8, 1985 AT 1:30 P.M. AT THE BAER FIELD TERMINAL BUILDING.		
		<i>TOTAL B.O. \$ 2,122,107.04</i>		
		AFFIRMATIVE ACTION: On File: <u>X</u> Attached: _____		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES 100%
See instruction item No. 11 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of service

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Moellering Construction Co., Inc.
Name of Company

For Calvin Moellering Title President

P. O. Box 11163

Address Fort Wayne, Ind.

4-30-85

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised Statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official, certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 19____ follows:
Board-Commissioner Dept. of Purchasing, etc.

Rejected _____ Date _____ 19____ as follows:
Board-Commissioner Dept. of Purchasing, etc.

REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

GENERAL INSTRUCTIONSI - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

III - Guarantee with Bid

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

The Specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid for.

VIII - Specification Changes After Bid Award

Any changes in goods/services after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Department. If written consent is not obtained, the Purchasing Department may elect to accept the changes; but is not bound to do so.

IX - Bid Bond

Bidders shall submit with their Bid Proposal, a Bid Bond in the amount of: Five (5%) percent of Bid Amount. The Bid Bond must be submitted on the enclosed form. NO substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (<-----). When submitting a bond as Surety, complete the entire form and attach power of attorney. Bid Proposals submitted without being accompanied by the foregoing, when required, shall be rejected. Any Bid Proposals accompanied by a Bid Bond not properly executed, may be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and/or Performance Bond are not promptly and properly executed.

When bids are awarded, the Purchasing Department will return immediately all checks, except those of the successful Bidder(s). If a Performance Bond is required, the check of the successful bidder(s) will be returned upon compliance with the Performance Bond. If no Performance Bond is required, the check(s) of the successful bidder(s) will; be held until delivery or completion of the contract.

have the option of terminating the contract. .The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XVII - Delivery Location

Delivery shall be made at the location shown below:

Department of Purchases
Room 940, One Main Street
Fort Wayne, IN 46802

XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

X - Performance Bond

The successful Bidder(s), within ten (10) calendar days after acceptance of the Bidder(s) offer by the City, shall furnish a satisfactory Performance Bond in the amount of One Hundred Percent. The Performance Bond of the successful Bidder(s) shall be conditioned on the faithful and complete performance of the requirements/obligations found in the contractual agreement(s). The Performance Bond will be in effect until total completion of all terms and conditions of this bid. Successful Bidder(s) will be responsible for all claims and injuries to persons or damages to property or premises arising out of, or in connection with his/her operations prior to the acceptance of the finished work or supplies, and that he/she will promptly make payments to all persons provided for in the contract; and shall guarantee to indemnify and save the City, it's officers, departments and employees harmless from all costs, damages and expenses growing out of, or by reason of, the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications including actual or alleged patent infringement in the matter of making, furnishing and delivering said work or supplies.

XI - Special Performance Requirements

As delivery date is a criteria for awarding this Contract, and since time is of the essence, the successful bidder agrees that the City of Fort Wayne, at its option, will deduct from any money due the successful bidder, the amount of ** per calendar day for any time required to complete Contract beyond quoted delivery date. All deductions from any money due the successful bidder are to be as liquidated damages, not as a penalty. Failure of the City to enforce this liquidated damage provision shall not constitute a waiver of the breach of the Contract for failure to timely perform. Any extension of time must be in the form of a supplement to the Purchase Order Contract. Any extension of time must be in writing; granted and issued, by the Director of Purchasing, prior to the quoted delivery date.

XII - Failure to Provide Performance Bond When Required

In the event that the Bidder(s) fail(s) to deliver to the City Purchasing Department the Performance Bond in said period of ten (10) calendar days after acceptance of Bidder's offer by the City, then the Bid Bond of the Bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall

** See specifications from Wetzel Engineers.

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME

TITLE

Carol Offerle

Director of Purchasing

Ray Hoverman

Airport Director

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Invoice, Certificate of Origin & Warranty/Guarantee

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF FORT WAYNE, INDIANA

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: AUGUST 29, 1983

RE: Establishment of City Policies and Procedures With Respect to Minority Business Participation in City Procurement and Construction Contracts.

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Office, Community Development & Planning's Compliance Office, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

- (a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;
- (b) One member shall be a member of the Common Council of the City of Fort Wayne;
- (c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;
- (d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and
- (e) The remaining member (s) shall be appointed by the Mayor, at large.

This Committee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

- (a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

The definition of "minority business" might include minorities based upon sex, as well as race. Some communities have separate participation goals for minority businesses and women business enterprises. Also, consideration should be given to preference for local minority businesses;

(b) Desirability or necessity of working with other local governments, such as Allen County, Indiana, to more fully implement the goals and purposes herein stated for all local government contracts;

(c) The necessity to work within Indiana Code 36-1-9-1, which is the State Purchasing Law governing cities, so our programs will survive any and all legal challenges;

(d) The necessity to work within Indiana Code 36-1-12-1, which is the law governing the awarding of public works contracts, so our programs will survive any and all legal challenges; and

(e) The form and substance of any ordinances or resolutions to be presented to the Common Council of the City of Fort Wayne, Indiana, for the codifying of any and all programs developed concerning minority business participation.

6. IMMEDIATE ACTION: The Board of Public Works of the City of Fort Wayne, Indiana, and the Director of the City's Department of Purchasing, and all other officers and employees of the City involved in the awarding of City procurement and construction contracts, are hereby charged with the duty of preparing specifications for such City procurement and construction contracts that will encourage minority business participation. Thus, as a criterion for awarding contracts, the appropriate officers of the City shall prepare specifications that include minority business participation as a vital segment of those bid specifications.

7. ATTORNEY GENERAL'S OPINION: Legal questions were raised as to whether or not the Ordinance previously submitted to the Common Council was in conflict with state law and met constitutional guidelines. Because voluntary affirmative action is an area of the law that is currently unsettled, the administration preferred, even in light of such legal questions, the passage of Ordinance. The administration was prepared, if necessary, to defend the Ordinance against legal challenge. Legal research indicates a court cannot render an advisory opinion as to whether or not voluntary affirmative action in City procurement and construction contracts is permissible under existing state law. Therefore, because of legal uncertainties of affirmative action plans, the administration shall seek an opinion from

the Indiana Attorney General on the legality of a minority business participation ordinance. The administration seeks this opinion with the understanding that while such opinions may be informative as to the Attorney General's position on such ordinances, an Attorney General's opinion is not binding in a court of law. Also, if legally possible, a similar opinion shall be sought from the United States Department of Justice.

8. NEW LEGISLATION: The City Attorney of the City of Fort Wayne, Indiana, is hereby instructed to commence immediately the drafting of new legislation for submission to the General Assembly of the State of Indiana in January of 1984. This new legislation shall concern necessary amendments to the existing State Purchasing and Public Works Construction Laws so as to clearly allow for minority business participation programs.

This document has been signed and made effective this 29th day of August, 1983.



Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

MBE/WBE STATEMENT

FOR
CITY OF FORT WAYNE, INDIANA

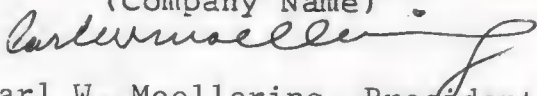
BID NO. 1197
BID DATE: 4-30-85

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits Fifteen percent (15 %), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

<u>Name of Firm</u>	<u>Type of Work</u>
1. Fox Contractors Corp.	Grading, Paving
2. W.R. Justice And Son	Sod. Seeding
3. Roy's Custom Fabricating	Fencing
4.	

Submitted on: April 30, 1984X85

By Moellering Construction Co., Inc.
(Company Name)


Carl W. Moellering, President
(Name & Title of Person Authorized to sign)

Business Address: P. O. Box 11168
Fort Wayne, Indiana 46856

Phone Number: 219-747-7505

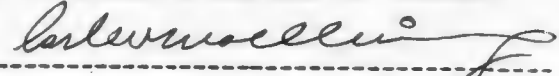
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA,

} SS:
Allen COUNTY

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.



Carl W. Moellering, President

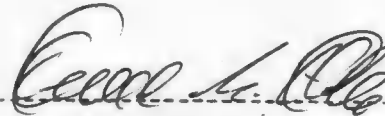
Bidder or Agent

For MOELLERING CONSTRUCTION CO., INC.

Firm or Corporation

Subscribed and sworn to before me this 30th day of April, 19 85

My Commission Expires

4-19-86

DONALD R. HILL

PROPOSAL AND BID SURETY FORM

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PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of FIVE PERCENT OF THE MAXIMUM AMOUNT OF THE ATTACHED BID (5%) Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished. It is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐

Cashiers ☐ Check No. _____ in the sum of _____ Dollars

on _____ Bank of _____ is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

MOELLERING CONSTRUCTION CO., INC.

Name of Bidder—Print or Type

By

Signature of Person Authorized to Sign
CARL W. MOELLERING

Title

PRESIDENT
3400 ENGLE ROAD
P. O. BOX 11168

Street Name and Number

FORT WAYNE, INDIANA 46856

City, State and Zip Code

Date April 30, 1985

Witnessed by:

SURETY

UNITED PACIFIC INSURANCE COMPANY

Name of Company — Print or Type

Incorporated

In the State of:

WASHINGTON

Address

4 PENN CENTER PLAZA
PHILADELPHIA, PENNSYLVANIA 19103

By

Signature of Person Authorized to Sign
DAVID S. CURRY, ATTORNEY-IN-FACT

Date

UNITED PACIFIC INSURANCE COMPANY

HOME OFFICE, TACOMA, WASHINGTON

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the UNITED PACIFIC INSURANCE COMPANY, a corporation duly organized under the laws of the State of Washington, does hereby make, constitute and appoint **Roger Curry, David S. Curry and Elizabeth Newton, individually, of Bloomington, Indiana**

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed **any and all bonds and undertakings of Suretyship,**

and to bind the UNITED PACIFIC INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the UNITED PACIFIC INSURANCE COMPANY and sealed and attested by one or more of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Section 37A of the By-Laws of UNITED PACIFIC INSURANCE COMPANY which provisions are now in full force and effect, reading as follows:

SECTION 37A - ATTORNEYS-IN-FACT

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of UNITED PACIFIC INSURANCE COMPANY at a meeting held on the 26th day of October, 1971, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the UNITED PACIFIC INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 21st day of August, 1978.

UNITED PACIFIC INSURANCE COMPANY



STATE OF Pennsylvania }
COUNTY OF Philadelphia } ss.

On this 21st day of August, 1978, personally appeared R. S. Bedworth

, to me known to be the Vice-President of the UNITED PACIFIC INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto and that Section 37A, Section 1 and 2 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

April 7, 1980



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James A. Daily, Assistant Secretary of the UNITED PACIFIC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said UNITED PACIFIC INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 30th day of April, 1985



Assistant Secretary

ITEMIZED PROPOSAL

Supplementing the enclosed Contractor's Bid Form No. 96, the undersigned submits the following itemized proposal upon which the bid is based. The undersigned further acknowledges that he is fully aware of all conditions existing regarding the project, and has full understanding of all work to be done as outlined in the plans and specifications for the project; and further agrees that any change orders to the contract authorized by the Indianapolis Airport Authority shall be based on the following schedule of unit prices where applicable.

The undersigned shall complete the following statement by checking the appropriate boxes:

(1) The undersigned has (☒) has not (☐) participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, dated March 6, 1961; or Executive Order 11114, dated June 22, 1963; or Executive Order 11246, dated September 24, 1965.

(2) The undersigned has (☒) has not (☐) submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontractors.

(3) If the undersigned has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the undersigned shall submit a compliance report on Standard Form 100, "Employer Information Report EEO-1", prior to the award of contract.

FORT WAYNE MUNICIPAL AIRPORT
AIP 3-18-0022-04

ITEMIZED PROPOSAL
RUNWAY 13 EXTENSION
PAVING AND ELECTRICAL

FAA SPEC. NO.	IN. CODE NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE		AMOUNT
					WORDS	NUMERALS	
M-100-4.1	100.0	Mobilization & Demobilization	LS	1	Sixty Thousand Dollars	60000.00	60000.00
M-102-3.1	263.0	Pavement Removal	SY	809	Six And 75/100 Dollars	6.75	5460.75
P-152-4.1	204.0	Unclassified Excavation	CY	22,000	Five And 45/100 Dollars	5.45	119900.00
P-401-6.1a	249.4	Bituminous Surface	TN	399	Thirty Six And 75/100 Dollars	36.75	14663.25
P-401-6.1b	249.2	Bituminous Base	TN	14,030	Thirty One And 50/100 Dollars	31.50	441945.00
P-401-6.1c	252.0	Scarify Existing Asphalt	SY	2,418	Three And 45/100 Dollars	3.45	8342.10
P-603-5.1	265.0	Bituminous Tack Coat	GAL	3,890	One And 25/100 Dollars	1.25	4862.50
P-501-5.1a	261.2	14" Portland Cement Concrete Pavement	SY	38,528	Twenty Seven And 50/100 Dollars	27.50	1059520.00
P-501-5.1b	262.0	Saw-Cut Grooving	SY	37,556	One And 20/100 Dollars	1.20	45067.20
P-501-5.1c	257.0	8" Reinforced Portland Cement Concrete Pavement	SY	3,333	Twenty Five And 30/100 Dollars	25.30	84324.90
P-620-5.1a	277.0	Runway Painting	SF	64,857	Twenty Two Cents	0.22	14268.54
P-620-5.1b	277.5	R/W Marking Obliteration	SF	36,595	Ten Cents	0.10	3659.50
D-705-5.1a	465.0	6" Perforated CSP	LF	4,930	Eight And 75/100 Dollars	8.75	43137.50
D-705-5.1b	465.0	6" CSP	LF	802	Eight And 15/100 Dollars	8.15	6536.30
D-705-5.1c	463.5	Porous Backfill, No. 8	CY	1,534	Fifteen And 40/100 Dollars	15.00	23010.00
F-161-5.1a	300.0	47" Farm Field Fence	LF	6,127	Two And 85/100 Dollars	2.85	17461.95
F-161-5.1b	305.0	24' Double Gate, 47" FFF	EA	2	Six Hundred Sixty Four Dollars	674.00	1348.00
F-162-5.1a	309.9	42" Chain-Link Fence	LF	991	Six Dollars Sixty Cents	6.60	6540.60
F-162-5.1b	315.0	24' Double Gate, 42" Chain-Link Fence	EA	1	Six Hundred Forty Four Dollars	644.00	644.00

FAA SPEC. NO.	IN. CODE NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE			AMOUNT
					WORDS	NUMERALS		
L-108-5.1a	613.0	1/c, #8, 5KV Cable in Duct	LF	5,476	SIXTY CENTS	0.60		3285.60
L-108-5.1b	614.0	#8, Counterpoise, in Trench	LF	5,278	FIFTY CENTS	0.50		2639.00
L-110-5.1a	649.0	4-Inch, 4-Way Duct	LF	390	Twenty And 85/100 Dollars	20.85		8131.50
L-110-5.1b	651.6	2" Steel Conduit	LF	195	EIGHT And 15/100 Dollars	8.15		1589.25
L-110-5.1c	650.5	2" PVC Duct	LF	4,944	Two And 65/100 Dollars	2.65		13101.60
L-125-5.1a	660.0	H.I. R/W Light, Base Mtd. L-862	EA	31	FIVE Hundred EIGHT Dollars	508.00		15748.00
L-125-5.1c	630.0	Series Cutout	LS	1	NINE Hundred THIRTEEN Dollars	913.00		913.00
L-125-5.1d	666.0	PAPI-4	SET	1	Fifteen Thousand Eight Hundred Fifty Dollars	15850.00		15850.00
L-125-5.1e	664.0	REILS	SET	1	Ten Thousand Six Hundred Dollars	10600.00		10600.00
L-125-5.1f	640.2	Junction Box	EA	2	Four Hundred SIXTY Six Dollars	466.00		932.00
T-901-7.1	501.1	Mulched Seeding	MSF	2,648	Twenty - SEVEN Dollars	27.00		71496.00
T-904-5.1	503.0	Sodding	SY	3,359	THREE And 20/100 Dollars	3.20		10748.80
T-905-5.1	504.5	Topsoil	CY	1,436	Two And 45/100 Dollars	2.45		3518.20
	101.1	Field Office, 120 SF	MOS	6	Four Hundred SEVENTY Seven Dollars	477.00		2862.00
					Two Million One Hundred Twenty Two Thousand One Hundred Sixty Six Dollars			2,122,107.04
					TOTAL			

The undersigned further agrees to complete all work for the project in
80 working days.

The undersigned hereby acknowledges receipt of the following Addenda:

No. 1 Dated: April 10, 1985

No. 2 Dated: April 22, 1985

No. _____ Dated: _____

IN TESTIMONY WHEREOF, the bidder has hereunto set his hand this 30th
day of April, 1985.

MOELLERING CONSTRUCTION COMPANY, INC.

~~XXXXXXXXXXXXXXXXXXXX~~
~~(Indemnity, Surety, and Construction Corporation)~~

(Seal)

By: Carl W. Moellering

Title: Carl W. Moellering, President

ATTEST: Robert L. [Signature]

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to CITY OF FORT WAYNE BOARD OF AVIATION COMM.

By MUELLER CONSTRUCTION CO., INC. { A Corporation
A Co-partnership
An Individual

Address P.O. Box 11168 - 3400 ENGLE RD

FORT WAYNE IND 46856

Date submitted APRIL 30, 1985

Filed MAR. 31, 1985

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars (\$5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered. (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

KENNETH R. BEESLEY,
State Examiner

Submitted by MOELLERING CONSTRUCTION CO. INC

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

Principal Office at 3400 ENGLE RD - FT. WAYNE, IND

To _____

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

- How many years has your organization been in business as a general contractor under your present business name? 81
- How many years experience in Highway/Heavy construction work has your organization had: (a) As a general contractor _____ (b) As a sub-contractor 81
- What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
<u>2,100,000</u>	<u>Concrete Paving</u>	<u>1984</u>	<u>IDOH - TOLL ROAD MI-1</u>
<u>1,549,502</u>	<u>Airport Const</u>	<u>1983</u>	<u>WARSAW, IND BOARD OF COMM.</u>
<u>2,255,657</u>	<u>Concrete Paving</u>	<u>1983</u>	<u>IDOH R-12691</u>
<u>2,586,666</u>	<u>Bridge Const</u>	<u>1981</u>	<u>Allen Co. Board of Comm.</u>

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
<u>5,334,952</u>	<u>Asphalt Paving</u>	<u>1985</u>	<u>IDOH R-14389</u>
<u>5,639,013</u>	<u>Concrete Paving</u>	<u>1985</u>	<u>IDOH R-13110</u>
<u>96,207</u>	<u>Asphalt Paving</u>	<u>1985</u>	<u>IDOH MI-15087</u>

- Have you ever failed to complete any work awarded to you? No If so, where and why? _____
- Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? No If so, state name of individual, other organization and reason therefor _____
- Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? No If so, state name of individual, name of owner and reason therefor _____
- In what other lines of business are you financially interested? None

8. For what corporations or individuals have you performed work, and to whom do you refer?
 CONTRACTORS LIMITED - P.O. 3004 - COLUMBIUS, IND - J. SPANGLER
 BATES & ROGERS CONSTR. CO - 600 W. JACKSON - CHICAGO, ILL - J. BAUKEMA
 MILLER BROS. INC - P.O. Box 272 - ARCHBOLD, OHIO - D. MILLER

9. For what cities have you performed work and to whom do you refer?
 City of FT. WAYNE City of KENDALLVILLE
 Bd of Works Bd of Works
 Ft. Wayne, IND Kendallville, IND
 City Engineer City Engineer

10. For what counties have you performed work and to whom do you refer?
 ALLEN County Highway DEPT.
 FT. WAYNE, IND
 County Highway Engineer

11. For what State bureaus or departments have you performed work and to whom do you refer?
 IDOH OHIO DEPT. OF TRANSPORTATION
 INDIANAPOLIS, IND COLUMBUS, OHIO
 CONSTRUCTION Eng CONSTRUCTION Eng

12. Have you ever performed any work for the U. S. Government? YES
 If so, when and to whom do you refer?
 FEDERAL AVIATION ADMINISTRATION
 DES PLAINES, ILL.

13. What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
C.W. MOELLERING	PRES.	24	ALL PHASES	EXEC. SUPT.
W.A. SMITH - JR.	V. PRES	34	ALL PHASES	GEN'L SUPT.
D.R. HILLE	SEC-TREAS	11	FINANCIAL	SEC-TREAS
S.C. HELMER	SUPT.	15	ALL PHASES	SUPT.
T.N. JONES, P.E.	ENG.	11	ALL PHASES	ENG. SUPT.
K.A. WELLS	ASS'T SUPT	18	ASPHALT OPER.	ASS'T SUPT.
W.C. CARTWRIGHT	ENG/EST	19	ASPHALT OPER.	ENG/EST.
LARRY D. BOOTH	Q.C. ENG.	24	ASPHALT Q.C. TEST	Q.C. & TEST

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

VISUAL INSPECTION WITH PLANS IN HAND

2. Explain your plan or layout for performing the proposed work.

1. MOBILIZATION
2. ANY STAKING
3. GRADING IF REQUIRED
4. UNDERGROUND IF REQUIRED
5. PAVING IF REQUIRED
6. CLEAN UP AS REQUIRED

3. The work, if awarded to you, will have the personal supervision of whom? C. W. MUELLER

- *4. Do you intend to do the hauling on the proposed work with your own forces? INDEFINITE
If so, give amount and type of equipment to be used.

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility.

* Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

- *6. Do you intend to do the grading on the proposed work with your own forces? INDEFINITE
If so, give type of equipment to be used.
- *7. If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility.
8. Do you intend to sublet any other portions of the work? INDEFINITE If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility.
9. From which sub-contractors or agents do you expect to require a bond? FROM ALL

10. What equipment do you own that is available for the proposed work?

[illegible]

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST
		NONE	

12. How and when will you pay for the equipment to be purchased?.....

13. Do you propose to rent any equipment for this work? NONE If so, state type, quantity and reasons for renting.....

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers. YES

Dated at FORT WAYNE, IND this 30th day of April, 19 85

MCCELLERING CONSTRUCTION Co INC
(Name of Organisation)

By Carl W. McCellering
CARL W. MCCELLERING, PRES
(Title of Person Signing)

STATE OF INDIANA
COUNTY OF ALLEN } ss:

CARL W. MCCELLERING
PRESIDENT being duly sworn, deposes and says that he is
of the above MCCELLERING CONSTRUCTION Co INC
(Name of Organisation)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 30th day of April, 19 85

My Commission expires 1-19-86 Donald R. Hill
Notary Public

Contractor's Financial Statement

Submitted by MOELLERING CONSTRUCTION CO., INC. } ☒ A Corporation
 with principal office at 3420 ENGLE RD - FT. WAYNE, IND. } ☐ A Co-partnership
 To _____ } ☐ An Individual

Condition at close of business

MARCH 31

1925

		Dollars				Cts.
ASSETS						
1. Cash:	(a) On hand \$					
	(b) In bank \$	367	776			
	(c) Elsewhere \$					
2. Notes receivable	(a) Due within 90 days					
	(b) Due after 90 days					
	(c) Past due					
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment		459	695			
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate						
	(a) Amount receivable after deducting retainage	149	268			
	(b) Retainage to date, due upon completion of contracts	277	120			
5. Accounts receivable from sources other than construction contracts						
6. Deposits for bids or other guarantees:	(a) Recoverable within 90 days					
	(b) Recoverable after 90 days					
7. Interest accrued on loans, securities, etc.						
8. Real estate:	(a) Used for business purposes	136	161			
	(b) Not used for business purposes					
9. Stocks and bonds:	(a) Listed—present market value					
	(b) Unlisted—present value					
10. Materials in stock not included in Item 4	(a) For uncompleted contracts (present value)	542	11			
	(b) Other materials (present value)					
11. Equipment, book value		1149	682			
12. Furniture and fixtures, book value		459	23			
13. Other assets		1098	58			
Total assets		2751	714			
LIABILITIES						
1. Notes payable:	(a) To banks regular	540	000			
	(b) To banks for certified checks					
	(c) To others for equipment obligations					
	(d) To others exclusive of equipment obligations					
2. Accounts payable:	(a) Not past due	503	302			
	(b) Past due					
3. Real estate encumbrances		736	472			
4. Other liabilities						
5. Reserves		469	20			
6. Capital stock paid up:	(a) Common					
	(b) Common					
	(c) Preferred					
	(d) Preferred					
7. Surplus (net worth)		923	026			
Total liabilities		2751	714			
CONTINGENT LIABILITIES						
1. Liability on notes receivable, discounted or sold						
2. Liability on accounts receivable, pledged, assigned or sold						
3. Liability as bondsman						
4. Liability as guarantor on contracts or on accounts of others						
5. Other contingent liabilities						
Total contingent liabilities						

DETAILS RELATIVE TO ASSETS

1 (a) on hand.....
 Cash (b) deposited in banks named below.....
 (c) elsewhere—(state where).....

\$ 367,776

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
FT. WAYNE NAT'L BANK	FT. WAYNE	MDELLERIA, Const. Co., INC	366,446
SUMMIT BANK	SAME	SAME	1,330

2* (a) due within 90 days.....
 Notes receivable (b) due after 90 days.....
 (c) past due.....

\$ NONE

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT

Have any of the above been discounted or sold?..... If so, state amount, to whom, and reason.....

3* Accounts receivable from completed contracts exclusive of claims not approved for payment.....

\$ 459,695

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE
IDOH TOLL RD. MIP #1	CONCRETE PAVING	2,100,000	102,672
IDOH B-14446	BRIDGE REPAIR	417,433	40,650
SUPERIOR-POWERS JV	CONCRETE PAVING	1,331,659	67,285
OTHERS	VARIOUS	-	249,088

Have any of the above been assigned, sold, or pledged? No If so, state amount, to whom, and reason.....

4* Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:
 (a) Amount receivable after deducting retainage.....
 (b) Retainage to date due upon completion of contract.....

\$ 149,226

277,120

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	
IDOH R-13110	5,639,013	609,886	567,394	1985	30,194	6,298
IDOH R-14389	5,334,952	4,904,623	4,599,415	1985	245,454	119,754
OTHERS				1985	1,472	29,216

Have any of the above been sold, assigned, or pledged? No If so, state amount, to whom, and reason.....

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

DETAILS RELATIVE TO ASSETS (Continued)

5* Accounts receivable not from construction contracts \$ None

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT

What amount, if any, is past due \$

6 Deposits with bids or otherwise as guarantees \$ None

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7 Interest accrued on loans, securities, etc. \$ None

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT

8 Real estate book value { (a) Used for business purposes \$ 138,181
(b) Not used for business purposes

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1 <u>LAND & BUILDINGS</u>		<u>138,181</u>	
2			
3			
4			
5			
6			
7			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1 <u>3400 Eagle Rd</u>			
2 <u>FT. Wayne, IND</u>			
3			
4			
5			
6			
7			

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

done

WHO HAS POSSESSION		IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1			
2			
3			
4			
5			
6			
7			

854.2/1

DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE	
		FOR UNCOMPLETED CONTRACTS	OTHER MATERIALS
SAND	4,230 T	18,128	
STONE	2,800 T	31,590	
AC-10	60 GAL	10,499	

\$1,149,682

Are there any liens against the above? No If so, state total amount _____ \$ _____

12

DETAILS RELATIVE TO ASSETS (Continued)

- 12 Furniture and fixtures at book value \$ 45,923
- 13 Other assets \$ 109,858

DESCRIPTION	AMOUNT
COSTS-IN-EXCESS OF BILLINGS	109,858

TOTAL ASSETS \$ 2,757,714

DETAILS RELATIVE TO LIABILITIES

- 1 Notes payable { (a) To banks, regular..... \$ 540,000
(b) To banks for certified checks.....
(c) To others for equipment obligations.....
(d) To others exclusive of equipment obligations.....

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT
FT. WAYNE NAT'L BANK	NONE	1985	540,000

- 2 Accounts payable { (a) Not past due..... \$ 503,302
(b) Past due.....

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT
VARIOUS SUPPLIERS		1985	503,302

- 3 Real estate encumbrances (See Item 8, Assets) \$ NONE

- 4 Other liabilities \$ 236,472

DESCRIPTION	AMOUNT
ACCUMULATED TAXES & OTHER LIABILITIES	68,798
LONG TERM NOTES PAYABLE	667,674

- 5 Reserves \$ NONE

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
\$	\$	\$	\$	\$	\$	\$	\$

- 6 Capital stock paid up { (a) Common..... \$ 48,920
(b) Preferred.....

- 7 Surplus \$ 923,020

TOTAL LIABILITIES \$ 2,757,714

If a corporation answer this:

Amount for which incorporated 50,000.00

Capital paid in cash 50,000.00

When incorporated MARCH 25, 1904

In what state INDIANA

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

CARL W. MOELLERING - PRES.

WILBUR A. SMITH JR. - V. PRES.

DONALD R. HILL - SEC. - TREAS.

ELDER H. WESCHE - ASS. SEC. Y

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto? YES

If a co-partnership answer this:

Date of organization _____

State whether co-partnership is general, limited or association _____

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

The name of the partnership firm under which the above partners are operating is _____

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

NOTE: A co-partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

MOELLERING Construction Co. Inc.
By: Carl W. Moellerling
CARL W. MOELLERING, PRES.

Affidavit for Individual

STATE OF _____ } ss:
COUNTY OF _____ }

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this _____

(Applicant must sign here)

_____ day of _____ 19____

Notary Public

Affidavit for Co-Partnership

STATE OF _____ } ss:
COUNTY OF _____ }

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this _____

(Member of firm must sign here)

_____ day of _____ 19____

Notary Public

Affidavit for Corporation

STATE OF INDIANA } ss:
COUNTY OF ALLEN }

CARL W. MOELLERING being duly sworn, deposes and says that he is PRESIDENT of the MOELLERING CONSTRUCTION CO. INC., the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this _____

(Officer must sign here)

30th day of APRIL 1985

CARL W. MOELLERING, PRES.

Notary Public

Exp: 4-19-86

(If additional space is needed for alternates, use blank space on reverse side.)

The Contractor and his sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

IN TESTIMONY WHEREOF, The bidder has hereunto set his hand this _____ day of _____, 19____.

Bidder

IN TESTIMONY WHEREOF, The bidder (a firm) have hereunto set their hands this _____ day of _____, 19____.

(Firm name) _____

Individual names { By _____

IN TESTIMONY WHEREOF, The bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this _____ 30th _____ day of _____ April _____, 1985.

Moellering Construction Co., Inc.
Name of corporation

(Seal)

Carl W. Moellering

President

Secretary

TERMS OF ACCEPTANCE

DONALD R. HILL

The above bid is accepted or rejected this _____ day of _____, 19____, subject to the following conditions: _____

(Signed) _____

Attest _____

CONTRACTOR'S BID

on Runway construction

Insert class of work

Fort Wayne

Indiana, April 30

19 85

To Fort Wayne Board of Aviation Commissioners

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the
Construction of the extension of runway 13-31

Insert class of work

to be located at Baer Field, Fort Wayne, Indiana

according to the plans and specifications prepared by Wetzel Engineers

Engineer or Architect

, now on file in the office of City of Fort Wayne

Purchasing Department

for the sum of Two Million One Hundred

Twenty-Two Thousand One Hundred Seven And 04/100 Dollars

State amount in figures and words

\$2,122,107.04

If extra work is necessary to extend the foundations to a greater depth than required by the plans and specifications, or otherwise, such extra work will be completed according to the written instructions of the architect and owner for the following unit prices:

Excavation \$ _____ per cu. yd.

Concrete work (including forms) \$ _____ per cu. yd.

Brick work \$ _____ per M.

(State whether actual brick or mason's measurement)

\$ _____

ALTERNATE BIDS

The undersigned also proposes to furnish or to omit all labor and material necessary to complete work as required by the "Alternate Bids," as provided in the plans and specifications as follows:

(State the number of alternate, if given in the specifications; if not, state the exact character of the work which it is proposed to add, or to omit from the work as provided for in the plans and specifications and the amount to be added or deducted from base bid.)

Alternate No. 1.

BID OF

Moellering Const. Co., Inc.
Contractor

P. O. Box 11168

Fort Wayne, Indiana 46856
Address

FOR

Runway 13 Extension
Paving and Electrical
Bid Ref. 1197

Fort Wayne Dept. of Purchases
Board of Aviation

Filed April 30, 1985

Action taken

CONTRACTOR'S BID

on Runway construction

Insert class of work

Fort Wayne

Indiana,

April 30

19 85

To Fort Wayne Board of Aviation Commissioners

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the
Construction of the extension of runway 13-31

Insert class of work

to be located at Baer Field, Fort Wayne, Indiana

according to the plans and specifications prepared by Wetzel Engineers

Engineer or Architect

, now on file in the office of City of Fort Wayne

Purchasing Department

for the sum of Two Million One Hundred

Twenty-Two Thousand One Hundred Seven And 04/100 Dollars

State amount in figures and words

\$2,122,107.04

If extra work is necessary to extend the foundations to a greater depth than required by the plans and specifications, or otherwise, such extra work will be completed according to the written instructions of the architect and owner for the following unit prices:

Excavation \$ _____ per cu. yd.

Concrete work (including forms) \$ _____ per cu. yd.

Brick work \$ _____ per M.

(State whether actual brick or mason's measurement)

\$ _____

ALTERNATE BIDS

The undersigned also proposes to furnish or to omit all labor and material necessary to complete work as required by the "Alternate Bids," as provided in the plans and specifications as follows:

(State the number of alternate, if given in the specifications; if not, state the exact character of the work which it is proposed to add, or to omit from the work as provided for in the plans and specifications and the amount to be added or deducted from base bid.)

Alternate No. 1.

Note: Bidders for work for all municipalities, except counties, use this form.

Bid Bond

Enclosed herewith find ~~certified check~~ ^{cash} for \$ _____, being 5 % of the maximum bid herein, made payable to City of Fort Wayne
Name of officer and municipality

The proceeds of which are to remain the absolute property of said City of Fort Wayne
Municipality
if Moellering Const, Co., Inc shall not within 10 days after notice of acceptance
Bidder
of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract in the approval of the proper officials of said City of Fort Wayne
Municipality

Note: Bidders on county work use this form.

Enclosed herewith find a bidder's bond in an amount equal to the maximum bid herein, subject to the approval of the board of county commissioners, conditioned as follows: That if the board of county commissioners shall award _____ the contract for said work, that _____ shall within _____ days enter into a contract with said board for said work and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by said board and according to the time, terms and conditions specified in said contract to be entered into and shall promptly pay all debts incurred in the prosecution of said work.

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and _____ it's _____ agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them, have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne whereby such affiant or affiants or either of them, has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

MOELLERING CONSTRUCTION CO., INC.

BY Carl W. Moellering
Carl W. Moellering, President

Subscribed and sworn to before me by Carl W. Moellering for Moellering Const.Co., Inc.
this 30th day of April, 19 85
My Commission expires 4-19-86

Subscribed and sworn to before me by _____
this _____ day of _____, 19 _____
My Commission expires _____

Subscribed and sworn to before me by _____
this _____ day of _____, 19 _____
My Commission expires _____

(If additional space is needed for alternates, use blank space on reverse side.)

The Contractor and his sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

IN TESTIMONY WHEREOF, The bidder has hereunto set his hand this _____ day of _____, 19____.

Bidder

IN TESTIMONY WHEREOF, The bidder (a firm) have hereunto set their hands this _____ day of _____, 19_____.

(Firm name) _____

Individual names { By _____

IN TESTIMONY WHEREOF, The bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this _____ 30th _____ day of _____ April _____, 1985.

Moellering Construction Co., Inc.
Name of corporation

(Seal)

Carl W. Moellering

President

Secretary

TERMS OF ACCEPTANCE

Donald R. Hill

The above bid is accepted or rejected this _____ day of _____, 19____, subject to the following conditions: _____

(Signed) _____

Attest _____

CITY OF FORT WAYNE**DEPARTMENT OF PURCHASES**

Number One Main St., FT. WAYNE, IND. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 **DEPARTMENT OF PURCHASES**

Address Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Board of Aviation
Baer Field

Address Fort Wayne, IN 46809

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Time of Bids April 16, 1985 at 10:30 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 1404. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)Page 1 of 17Ref. No. 1197Date March 28, 1985Date wanted 4/16/85Fund
Appropriation No. _____

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		<p>PAVING AND ELECTRICAL WORK FOR THE EXTENTION OF RUNWAY #13(Project AIP 3-18-0022-04) PER THE SPECIFICATIONS UNDER SEPERATE COVER.</p> <p>A 100% PERFORMANCE BOND WILL BE REQUIRED OF THE SUCCESSFUL BIDDER.</p> <p>A PRE-BID CONFERENCE WILL BE HELD ON APRIL 8, 1985 AT 1:30 P.M. AT THE BAER FIELD TERMINAL BUILDING.</p>		
AFFIRMATIVE ACTION: On File: <input checked="" type="checkbox"/> Attached: _____				

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES 100%
See instruction item No. 11 on reverse side hereof.

Terms 0 % cash discount if paid within — days from delivery and acceptance of goods or completion of service

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 30 days from receipt of order

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

RIETH-RILEY CONSTRUCTION CO., INC.

Name of Company Manager, Road & Bridge Div.
Per Larry A. DeWitt
Address 311 W. Madison, P.O. Box 477

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised Statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications as description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to ensure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 19____ as follows: _____
Board-Commissioner Dept. of Purchasing, etc.Rejected _____ Date _____ 19____ as follows: _____
Board-Commissioner Dept. of Purchasing, etc.

REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

GENERAL INSTRUCTIONSI - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

III - Guarantee with Bid

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

The Specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid for.

VIII - Specification Changes After Bid Award

Any changes in goods/services after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Department. If written consent is not obtained, the Purchasing Department may elect to accept the changes; but is not bound to do so.

IX - Bid Bond

Bidders shall submit with their Bid Proposal, a Bid Bond in the amount of: Five (5%) percent of Bid Amount. The Bid Bond must be submitted on the enclosed form. NO substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (<-----). When submitting a bond as Surety, complete the entire form and attach power of attorney. Bid Proposals submitted without being accompanied by the foregoing, when required, shall be rejected. Any Bid Proposals accompanied by a Bid Bond not properly executed, may be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and/or Performance Bond are not promptly and properly executed.

When bids are awarded, the Purchasing Department will return immediately all checks, except those of the successful Bidder(s). If a Performance Bond is required, the check of the successful bidder(s) will be returned upon compliance with the Performance Bond. If no Performance Bond is required, the check(s) of the successful bidder(s) will; be held until delivery or completion of the contract.

have the option of terminating the contract. . The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XVII - Delivery Location

Delivery shall be made at the location shown below:

Department of Purchases
Room-940, One Main Street
Fort Wayne, IN 46802

XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

X - Performance Bond

The successful Bidder(s), within ten (10) calendar days after acceptance of the Bidder(s) offer by the City, shall furnish a satisfactory Performance Bond in the amount of One Hundred Percent. The Performance Bond of the successful Bidder(s) shall be conditioned on the faithful and complete performance of the requirements/obligations found in the contractual agreement(s). The Performance Bond will be in effect until total completion of all terms and conditions of this bid. Successful Bidder(s) will be responsible for all claims and injuries to persons or damages to property or premises arising out of, or in connection with his/her operations prior to the acceptance of the finished work or supplies, and that he/she will promptly make payments to all persons provided for in the contract; and shall guarantee to indemnify and save the City, it's officers, departments and employees harmless from all costs, damages and expenses growing out of, or by reason of, the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications including actual or alleged patent infringement in the matter of making, furnishing and delivering said work or supplies.

XI - Special Performance Requirements

As delivery date is a criteria for awarding this Contract, and since time is of the essence, the successful bidder agrees that the City of Fort Wayne, at its option, will deduct from any money due the successful bidder, the amount of ** per calendar day for any time required to complete Contract beyond quoted delivery date. All deductions from any money due the successful bidder are to be as liquidated damages, not as a penalty. Failure of the City to enforce this liquidated damage provision shall not constitute a waiver of the breach of the Contract for failure to timely perform. Any extension of time must be in the form of a supplement to the Purchase Order Contract. Any extension of time must be in writing; granted and issued, by the Director of Purchasing, prior to the quoted delivery date.

XII - Failure to Provide Performance Bond When Required

In the event that the Bidder(s) fail(s) to deliver to the City Purchasing Department the Performance Bond in said period of ten (10) calendar days after acceptance of Bidder's offer by the City, then the Bid Bond of the Bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall

** See specifications from Wetzel Engineers.

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME

TITLE

Carol Offerle

Director of Purchasing

Ray Hoverman

Airport Director

Invoice, Certificate of Origin & Warranty/Guarantee

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF FORT WAYNE, INDIANA

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: AUGUST 29, 1983

RE: Establishment of City Policies and Procedures With Respect to Minority Business Participation in City Procurement and Construction Contracts.

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Office, Community Development & Planning's Compliance Office, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

(a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;

(b) One member shall be a member of the Common Council of the City of Fort Wayne;

(c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;

(d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and

(e) The remaining member (s) shall be appointed by the Mayor, at large.

This Committee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

(a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

The definition of "minority business" might include minorities based upon sex, as well as race. Some communities have separate participation goals for minority businesses and women business enterprises. Also, consideration should be given to preference for local minority businesses;

(b) Desirability or necessity of working with other local governments, such as Allen County, Indiana, to more fully implement the goals and purposes herein stated for all local government contracts;

(c) The necessity to work within Indiana Code 36-1-9-1, which is the State Purchasing Law governing cities, so our programs will survive any and all legal challenges;

(d) The necessity to work within Indiana Code 36-1-12-1, which is the law governing the awarding of public works contracts, so our programs will survive any and all legal challenges; and

(e) The form and substance of any ordinances or resolutions to be presented to the Common Council of the City of Fort Wayne, Indiana, for the codifying of any and all programs developed concerning minority business participation.

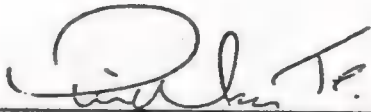
6. IMMEDIATE ACTION: The Board of Public Works of the City of Fort Wayne, Indiana, and the Director of the City's Department of Purchasing, and all other officers and employees of the City involved in the awarding of City procurement and construction contracts, are hereby charged with the duty of preparing specifications for such City procurement and construction contracts that will encourage minority business participation. Thus, as a criterion for awarding contracts, the appropriate officers of the City shall prepare specifications that include minority business participation as a vital segment of those bid specifications.

7. ATTORNEY GENERAL'S OPINION: Legal questions were raised as to whether or not the Ordinance previously submitted to the Common Council was in conflict with state law and met constitutional guidelines. Because voluntary affirmative action is an area of the law that is currently unsettled, the administration preferred, even in light of such legal questions, the passage of Ordinance. The administration was prepared, if necessary, to defend the Ordinance against legal challenge. Legal research indicates a court cannot render an advisory opinion as to whether or not voluntary affirmative action in City procurement and construction contracts is permissible under existing state law. Therefore, because of legal uncertainties of affirmative action plans, the administration shall seek an opinion from

the Indiana Attorney General on the legality of a minority business participation ordinance. The administration seeks this opinion with the understanding that while such opinions may be informative as to the Attorney General's position on such ordinances, an Attorney General's opinion is not binding in a court of law. Also, if legally possible, a similar opinion shall be sought from the United States Department of Justice.

8. NEW LEGISLATION: The City Attorney of the City of Fort Wayne, Indiana, is hereby instructed to commence immediately the drafting of new legislation for submission to the General Assembly of the State of Indiana in January of 1984. This new legislation shall concern necessary amendments to the existing State Purchasing and Public Works Construction Laws so as to clearly allow for minority business participation programs.

This document has been signed and made effective this 29th day of August, 1983.



Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

MBE/WBE STATEMENT

FOR
CITY OF FORT WAYNE, INDIANA


BID NO. 1197
BID DATE: April 30, 1985

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits Fifteen percent (15%), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

<u>Name of Firm</u>	<u>Type of Work</u>
1. Metropolitan, Inc. Ft. Wayne, In.	Fence, Etc.
2. Statewide Trucking, Inc. Ft. Wayne In.	Trucking, Etc.
3. Fox Contractors Corp. Ft. Wayne, In.	Grading, Etc.
4.	

Submitted on: April 30, 1984 5

By RIETH-RILEY CONSTRUCTION CO., INC.
(Company Name)


(Name & Title of Person Authorized to sign) Manager, Road & Bridge Division

Larry A.
DeWitt

Business Address: 311 W. Madison
P. O. Box 477
Goshen, Indiana 46526

Phone Number: 1-219-533-2125

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Five (5%) Percent of the Amount of Bid

..... Dollars, to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐

Check No.

in the sum of

If corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

..... Dollars

on Bank

of is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Jerome R. Dorn

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

RIETH-RILEY CONSTRUCTION CO., INC.

Name of Bidder—Print or Type

By

Larry A. DeWitt

Larry A.

DeWitt

Signature of Person Authorized to Sign

Title Manager, Road & Bridge Division

311 W. Madison, P. O. Box 477

Street Name and Number

Goshen, Indiana 46526

City, State and Zip Code

Date April 30, 1985

SEE COVER LETTER

UNITED PACIFIC INSURANCE COMPANY

Name of Company—Print or Type

Incorporated

In the State of: Washington

Address Tacoma, Washington

Leonard E. Northrup

Leonard E.

Sign on this Line Attorney-in-fact

SURETY

Witnessed by:

Barbara J. Flewmen

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint
Leonard E. Northrup of Goshen, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and ~~the~~ bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof ~~were~~ signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of ~~such~~ officers, and hereby ratifies and confirms all ~~that~~ its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII - EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to ~~execute~~ on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall ~~have~~ power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate ~~seal~~ is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall ~~have~~ power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify ~~the~~ financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This ~~power~~ of attorney is signed and ~~sealed~~ by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

"Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 12th day of September 19 80.



RELIANCE INSURANCE COMPANY

Asst. Vice President

STATE OF Pennsylvania }
COUNTY OF Philadelphia }

On this 12th day of September, 1980, personally appeared W. F. Brunner
Asst.

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 7, 1984



Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, P. D. Crossetta, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 30th day of April 1985.



Assistant Secretary

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
ELKHART COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

BY: Larry A. DeWitt
 Larry A. DeWitt
 Manager, Road & Bridge Division
 Bidder or Agent

For RIETH-RILEY CONSTRUCTION CO., INC.
 Firm or Corporation

Subscribed and sworn to before me this 30th day of April, 1985

My Commission Expires

January 17, 1986

Resident of Elkhart County, Indiana.

Barbara J. Newcomer Notary Public
 Barbara J. Newcomer



RIETH-RILEY CONSTRUCTION CO., INC.

POST OFFICE BOX 477, GOSHEN, INDIANA 46526

Know all men by these Presents, that the Rieth-Riley Construction Co., Inc., a corporation organized under the laws of the State of Indiana, at a meeting of its Board of Directors on February 4, 1983, took the following action:

"BE IT RESOLVED, that Larry A. DeWitt, being an employee of the Corporation, shall have full power and authority for and on behalf of this Corporation to submit bids for and to execute in its name and stead any contract not exceeding \$5,000,000.00, which calls for work, services or materials to be furnished by the Corporation, whether such contracts be public or private in nature, any bids and contracts thus executed shall be binding upon the Corporation; and said Larry A. DeWitt shall have full power and authority to execute bonds and all requisite instruments for the purpose of carrying out the provisions of this resolution; and this resolution shall remain in full force and effect until rescinded."

In witness whereof I have affixed my name as President.

RIETH-RILEY CONSTRUCTION CO., INC.

William N. Rieth

William N. Rieth, President

I certify that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors held February 4, 1983, which is in full force and effect.

Larry L. Jones

Larry L. Jones, Secretary
RIETH-RILEY CONSTRUCTION CO., INC.

State of INDIANA)
) SS:
County of ELKHART)

Subscribed and sworn to before me by William N. Rieth and Larry L. Jones, this 30th day of April, 1985.

My commission expires

January 17, 1986

Resident of Elkhart County, Indiana.

Barbara J. Newcomer
Notary Public

Barbara J. Newcomer

OFFICE AND WAREHOUSE, 311 WEST MADISON STREET PHONE (219)533-2125

Continuing . . . ASSURANCE OF SKILL ■ INTEGRITY ■ RESPONSIBILITY ■ IN CONSTRUCTION



RIETH-RILEY CONSTRUCTION CO., INC.

POST OFFICE BOX 477, GOSHEN, INDIANA 46526

April 24, 1984

TO: Jerome Sorn

RE: Assistant Secretary

This letter is to advise you that you have been elected Assistant Secretary of Rieth-Riley Construction Co., Inc. by the Board of Directors. This election is effective until the next annual Board of Directors meeting or until a successor is elected.

As Assistant Secretary you are directed to attest authorized signatures on behalf of the Corporation when necessary.

Larry L. Jones
Secretary

LLJ:jmw

cc: W. N. Rieth
V. L. Harris
L. A. DeWitt

ITEMIZED PROPOSAL

Supplementing the enclosed Contractor's Bid Form No. 96, the undersigned submits the following itemized proposal upon which the bid is based. The undersigned further acknowledges that he is fully aware of all conditions existing regarding the project, and has full understanding of all work to be done as outlined in the plans and specifications for the project; and further agrees that any change orders to the contract authorized by the Indianapolis Airport Authority shall be based on the following schedule of unit prices where applicable.

The undersigned shall complete the following statement by checking the appropriate boxes:

(1) The undersigned has (✓) has not () participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, dated March 6, 1961; or Executive Order 11114, dated June 22, 1963; or Executive Order 11246, dated September 24, 1965.

(2) The undersigned has (✓) has not () submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontractors.

(3) If the undersigned has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the undersigned shall submit a compliance report on Standard Form 100, "Employer Information Report EE0-1", prior to the award of contract.

ITEMIZED PROPOSAL
RUNWAY 13 EXTENSION
PAVING AND ELECTRICAL

FORT WAYNE MUNICIPAL AIRPORT
AIP 3-18-0022-04

FAA SPEC. NO.	IN. CODE NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE			AMOUNT
					WORDS	NUMERALS		
M-100-4.1	100.0	Mobilization & Demobilization	LS	1	Fifty Nine Thousand Five Hundred Dollars	59,500 ⁰⁰		59,500 ⁰⁰
M-102-3.1	263.0	Pavement Removal	SY	809	Five Dollars & Eighty Cents	5 ⁸⁰		4692 ²⁰
P-152-4.1	204.0	Unclassified Excavation	CY	22,000	Four Dollars & Five Cents	4 ⁰⁵		89,100 ⁰⁰
P-401-6.1a	249.4	Bituminous Surface	TN	399	Thirty Two Dollars & Seventy Cents	32 ⁷⁰		13,047 ³⁰
P-401-6.1b	249.2	Bituminous Base	TN	14,030	Twenty Two Dollars & Twenty Five Cents	22 ²⁵		312,167 ⁵⁰
P-401-6.1c	252.0	Scarify Existing Asphalt	SY	2,418	Two Dollars & Twenty Five Cents	2 ²⁵		5,440 ⁵⁰
P-603-5.1	265.0	Bituminous Tack Coat	GAL	3,890	One Dollar & Twenty Eight Cents	1 ²⁸		4,979 ²⁰
P-501-5.1a	261.2	14" Portland Cement Concrete Pavement	SY	38,528	Twenty Nine Dollars & Sixty Nine Cents	29 ⁶⁹		1,143,896 ³²
P-501-5.1b	262.0	Saw-Cut Grooving	SY	37,556	One Dollar & Four Cents	1 ⁰⁴		39,058 ²⁴
P-501-5.1c	257.0	8" Reinforced Portland Cement Concrete Pavement	SY	3,333	Twenty Five Dollars & Fifty Cents	25 ⁵⁰		84,991 ⁵⁰
P-620-5.1a	277.0	Runway Painting	SF	64,857	Nineteen Cents	0 ¹⁹		12,322 ⁸³
P-620-5.1b	277.5	R/W Marking Obliteration	SF	36,595	Eight Cents	0 ⁰⁸		2,927 ⁶⁰
D-705-5.1a	465.0	6" Perforated CSP	LF	4,930	Seven Dollars & Fifty Cents	7 ⁵⁰		36,975 ⁰⁰
D-705-5.1b	465.0	6" CSP	LF	802	Seven Dollars	7 ⁰⁰		5,614 ⁰⁰
D-705-5.1c	463.5	Porous Backfill, No. 8	CY	1,534	Twelve Dollars & Eighty Five Cents	12 ⁸⁵		19,711 ⁹⁰
F-161-5.1a	300.0	47" Farm Field Fence	LF	6,127	Three Dollars & Sixty Eight Cents	3 ⁶⁸		22,547 ³⁶
F-161-5.1b	305.0	24' Double Gate, 47" FFF	EA	2	Four Hundred Seventy Three Dollars	473 ⁰⁰		946 ⁰⁰
F-162-5.1a	309.9	42" Chain-Link Fence	LF	991	Eight Dollars & Forty Five Cents	8 ⁴⁵		8,373 ⁹⁵
F-162-5.1b	315.0	24' Double Gate, 42" Chain-Link Fence	EA	1	Four Hundred Seventy Three Dollars	473 ⁰⁰		473 ⁰⁰

FAA SPEC. NO.	IN. CODE NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE		
					WORDS	NUMERALS	AMOUNT
L-108-5.1a	613.0	1/c, #8, 5KV Cable in Duct	LF	5,476	Fifty Three Cents	0 ⁵³	2902 ²⁸
L-108-5.1b	614.0	#8, Counterpoise, in Trench	LF	5,278	Forty Four Cents	0 ⁴⁴	2322 ³²
L-110-5.1a	649.0	4-Inch, 4-Way Duct	LF	390	Seventeen Dollars & Eighty Five Cents	17 ⁸⁵	6961 ⁵⁰
L-110-5.1b	651.6	2" Steel Conduit	LF	195	Seven Dollars	7 ⁰⁰	1365 ⁰⁰
L-110-5.1c	650.5	2" PVC Duct	LF	4,944	Two Dollars & Twenty Six Cents	2 ²⁶	11,173 ⁴⁴
L-125-5.1a	660.0	H.I. R/W Light, Base Mtd. L-862	EA	31	Four Hundred Thirty Five Dollars	435 ⁰⁰	13,485 ⁰⁰
L-125-5.1c	630.0	Series Cutout	LS	1	Eight Hundred Dollars	800 ⁰⁰	800 ⁰⁰
L-125-5.1d	666.0	PAPI-4	SET	1	Thirteen Thousand Six Hundred Dollars	13600 ⁰⁰	13600 ⁰⁰
L-125-5.1e	664.0	REILS	SET	1	Nine Thousand One Hundred Dollars	9100 ⁰⁰	9100 ⁰⁰
L-125-5.1f	640.2	Junction Box	EA	2	Four Hundred Dollars	400 ⁰⁰	800 ⁰⁰
T-901-7.1	501.1	Mulched Seeding	MSF	2,648	Twenty One Dollars & Twenty Six Cents	21 ²⁶	56,296 ⁴⁸
T-904-5.1	503.0	Sodding	SY	3,359	One Dollar & Eighty Four Cents	1 ⁸⁴	6180 ⁵¹
T-905-5.1	504.5	Topsoil	CY	1,436	Two Dollars & Ten Cents	2 ¹⁰	3015 ⁶⁰
	101.1	Field Office, 120 SF	MOS	6	Three Hundred Fifty Dollars	350 ⁰⁰	2100 ⁰⁰
		TOTAL					199,686 ⁵⁸

The undersigned further agrees to complete all work for the project in
80 working days.

The undersigned hereby acknowledges receipt of the following Addenda:

No. 1 Dated: April 10, 1985

No. 2 Dated: April 22, 1985

No. _____ Dated: _____

IN TESTIMONY WHEREOF, the bidder has hereunto set his hand this 30th
day of April 1985.

(Seal)

~~RIETH-RILEY CONSTRUCTION CO., INC.~~
(Individual, Firm, or Corporation)

By: Larry A. Dewitt Larry A.
Dewitt

Title: Manager, Road & Bridge Division

ATTEST: Jerome R. Sorn Jerome R.
Sorn
Assistant Secretary

Required Assurance to be Included in all Bid Proposals. This firm assures that it will utilize not less than 15 % of Minority Business participation.

CERTIFICATE OF BIDDER for the above:

BIDDERS NAME RIETH-RILEY CONSTRUCTION CO., INC.
ADDRESS Goshen, Indiana
IRS NUMBER 35-0918397

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

The City of Fort Wayne Board of Aviation Commissioners, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The proposed contract is under and subject to Executive Order No. 11246 of September 24, 1965, equal opportunity clause, and to Title VI of the Civil Rights Act of 1964.

Bidders are hereby notified that all bids may be rejected if the lowest responsive bid received exceeds the engineer's estimate by more than 7% and it is determined that an award of contract would cause excessive inflationary

impact.

The Contract: The documents comprising the Contract shall include the following:

1. Advertisement for Bids
2. Instructions to Bidders
3. Contractor's Bid Form 96
4. Itemized Proposal
5. Addenda
6. State of Financial Condition, Form 96A
7. Combination Bid Bond and Performance Bond
8. Labor Provisions
9. Construction Plans Date February 21, 1985
10. General Provisions
11. Special Provisions
12. The Construction Contract Agreement between the Parties
13. Minority Business Enterprise Assurance
14. City of Fort Wayne required bid package

The Contractor shall submit the following documents with the proposal:

- ✓1. Contractor's Bid Form 96
- ✓2. A Certificate of Compliance with the completed Itemized Proposal
- ✓3. A Statement of Financial Condition, Form 96A
- ✓4. A 5% Bid Bond or a Certified Check
- ✓5. Minority Business Enterprise Goal Assurance
- ✓6. List of Subcontractors
- ✓7. City of Fort Wayne required bid package

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to The City of Fort Wayne,
Board of Aviation Commissioners

By Bieth-Riley Construction Co., Inc. { A Corporation
A Partnership
An Individual

Address 311 W. Madison

Goshen Indiana 46526

Date submitted April 30, 19 85

Filed _____

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars (\$5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and as a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and a financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered. (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

Submitted by Rieth-Riley Construction Co., Inc.

Principal Office at 311 W. Madison Goshen, Indiana

To _____

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name? 68
2. How many years experience in highway & heavy _____ construction work has your organization had: (a) As a general contractor 68 (b) As a sub-contractor 68
3. What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER
<u>2,814,807</u>	<u>Highway and bridge</u>	<u>1983</u>	<u>Ind. Dept. of Highways, Indianapolis</u>
<u>1,493,174</u>	<u>Highway and bridge</u>	<u>1983</u>	<u>Ind. Dept. of Highways, Indianapolis</u>
<u>2,860,152</u>	<u>Resurfacing</u>	<u>1983</u>	<u>Ind. Dept. of Highways, Indianapolis</u>
<u>6,860,325</u>	<u>Resurfacing</u>	<u>1983</u>	<u>Illinois Dept. Transp., Springfield</u>

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER
<u>3,920,398</u>	<u>Highway and Bridge</u>	<u>1984</u>	<u>Ind. Dept. of Highways, Indianapolis</u>
<u>3,177,426</u>	<u>Highway and Bridge</u>	<u>1984</u>	<u>Ind. Dept. of Highways, Indianapolis</u>
<u>3,196,924</u>	<u>Resurfacing</u>	<u>1984</u>	<u>Ind. Dept. of Highways, Indianapolis</u>
<u>3,479,751</u>	<u>Resurfacing</u>	<u>1984</u>	<u>Ind. Dept. of Highways, Indianapolis</u>

4. Have you ever failed to complete any work awarded to you? no If so, where and why?

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? no If so, state name of individual, other organization and reason therefor.

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? no If so, state name of individual, name of owner and reason therefor

7. In what other lines of business are you financially interested? none

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

T. M. HINDMAN,
State Examiner

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

By personal inspection

2. Explain your plan or layout for performing the proposed work

According to plans and specifications

3. The work, if awarded to you, will have the personal supervision of whom?

Superintendent

- *4. Do you intend to do the hauling on the proposed work with your own forces? No

If so, give amount and type of equipment to be used

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility.

Not known at this time

* Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

8. For what corporations or individuals have you performed work, and to whom do you refer?

Gene B. Glick Co., Inc.	Indianapolis, IN
General Telephone Co.	Portage, IN
Indiana Bell Telephone Co.	Indianapolis, IN
Citizens Gas & Coke Utility Co.	Indianapolis, IN
Walsh Construction Co.	Oak Brook, IL
Morse Diesel, Inc.	Chicago, IL

9. For what cities have you performed work and to whom do you refer?

Indianapolis Dept. of Transportation	City Engineer
South Bend	City Engineer
Mishawaka	City Engineer
Elkhart	City Engineer
Goshen	City Engineer
LaPorte	City Engineer

10. For what counties have you performed work and to whom do you refer?

Elkhart, Indiana	County Engineer
St. Joseph, Indiana	County Engineer
LaGrange, Indiana	County Engineer
Marion, Indiana	County Engineer
Dekalb, Indiana	County Engineer
Noble, Indiana	County Engineer

11. For what State bureaus or departments have you performed work and to whom do you refer?

Indiana Dept. of Highways, Indianapolis
Michigan Dept. of Transportation, Lansing
Illinois Dept. of Transportation, Springfield

12. Have you ever performed any work for the U. S. Government? Yes

If so, when and to whom do you refer?

V. A. Hospital, Battle Creek, MI
General Services Administration, Battle Creek, MI

13. What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
W. N. Rieth	President	45	Highway, Bridge constr.	Executive
D. E. Capon	Vice-President	31	" " "	Executive
V. L. Harris	Treasurer	34	" " "	Finance
L. L. Jones	Secretary	21	" " "	Accounting
L. A. DeWitt	Div. Manager	26	" " "	Mgr., Engr.
C. L. Skwarcian	Div. Manager	34	" " "	Mgr., Engr.
M. K. Blair	Asst. Div. Mgr.	46	" " "	Supervision
R. C. Kreager	Equip. Manager	43	" " "	Equip. Suprv

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you?

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST
	None		

12. How and when will you pay for the equipment to be purchased? Not applicable

13. Do you propose to rent any equipment for this work? No If so, state type, quantity and reasons for renting.

14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers. No

Dated at Goshen, Indiana this 11th day of April, 1985

Rieth-Riley Construction Co., Inc.
(Name of Organisation)

By

Treasurer

(Title of Person Signing)

STATE OF Indiana }
COUNTY OF Elkhart } ss:

V. L. Harris being duly sworn, deposes and says that he is
Treasurer of the above Rieth-Riley Construction Co., Inc.
(Name of Organisation)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 11th day of April, 1985.

Judith M. Williams
Judith M. Williams Notary Public for Elkhart County, Notary Public

My Commission expires June 16, 1985

- *6. Do you intend to do the grading on the proposed work with your own forces? Yes
If so, give type of equipment to be used as required
- *7. If you intend to sublet the grading or perform it through an agent, state amount of sub-contract or agent's contract, and, if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility.
8. Do you intend to sublet any other portions of the work? Yes If so, state amount of sub-contract, and, if known, the name and address of the sub-contractor, amount, and type of his equipment and financial responsibility.
Not known at this time
9. From which sub-contractors or agents do you expect to require a bond?
Not known at this time
10. What equipment do you own that is available for the proposed work?

10. What equipment do you own that is available for the proposed work?

[illegible]

DETAILS RELATIVE TO ASSETS

1	(a) on hand.....	\$ 2,725..
	Cash (b) deposited in banks named below.....	3,004,096..
	(c) elsewhere—(state where).....	-0-

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
Midwest Commerce	Goshen, IN	Corporation	126,782
Salem Bank & Trust	Goshen, IN	Corporation	2,815,475
Various	Indiana & Michigan	Corporation	61,839

2	(a) due within 90 days.....	\$ 150
	Notes receivable (b) due after 90 days.....	204,581
	(c) past due.....	-0-

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT
E. H. Hughes Co., Ind.	stock	10-85	stock	175,000
D. Weeks, Inc., Michigan	trucks	12-85	lien	27,591
David Brock, Ind.	mobile home	8-85	mobile home	2,140

Have any of the above been discounted or sold? No If so, state amount, to whom, and reason

3	Accounts receivable from completed contracts exclusive of claims not approved for payment.....	\$ 49,615..
---	--	-------------

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE
Various Indiana & Michigan - each under 10% of total	Construction		49,615

Have any of the above been assigned, sold, or pledged? No If so, state amount, to whom, and reason

4.	Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:	
	(a) Amount receivable after deducting retainage.....	\$ 2,026,714
	(b) Retainage to date due upon completion of contract.....	3,285,083

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	
Various, Indiana & Michigan - each under 10% of total					3,285,083	2,026,714

Have any of the above been sold, assigned, or pledged? No If so, state amount, to whom, and reason

Contractor's Financial Statement

Submitted by Rieth-Riley Construction Co., Inc.

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

with principal office at 311 W. Madison Street

Goshen, IN 46526

To _____

Condition at close of business _____

January 31

19.85.

ASSETS		Dollars						Cts.
1. Cash: (a) On hand \$ <u>2,725</u> , (b) In bank \$ <u>3,004,096</u> , (c) Elsewhere \$ _____		3	0	0	6	8	2	1
2. Notes receivable (a) Due within 90 days _____						1	5	0
(b) Due after 90 days _____		2	0	4	5	8	1	
(c) Past due _____								
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment _____			4	9	6	1	5	
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate _____								
(a) Amount receivable after deducting retainage _____		2	0	2	6	7	1	4
(b) Retainage to date, due upon completion of contracts _____		3	2	8	5	0	8	3
5. Accounts receivable from sources other than construction contracts _____								
6. Deposits for bids or other guarantees: (a) Recoverable within 90 days _____								
(b) Recoverable after 90 days _____								
7. Interest accrued on loans, securities, etc. _____		1	4	2	9	7	4	4
8. Real estate: (a) Used for business purposes _____			5	5	7	8	3	4
(b) Not used for business purposes _____								
9. Stocks and bonds: (a) Listed—present market value _____								
(b) Unlisted—present value _____		10	0	3	2	6	4	1
10. Materials in stock not included in Item 4 (a) For uncompleted contracts (present value) _____			2	1	9	4	8	9
(b) Other materials (present value) _____			2	2	8	6	1	0
11. Equipment, book value _____			6	1	3	3	6	7
12. Furniture and fixtures, book value _____				1	5	2	3	7
13. Other assets _____				1	2	0	9	4
Total assets _____		29	5	0	5	7	6	7
LIABILITIES								
1. Notes payable: (a) To banks regular _____								
(b) To banks for certified checks _____								
(c) To others for equipment obligations _____								
(d) To others exclusive of equipment obligations _____								
2. Accounts payable: (a) Not past due _____			1	7	7	7	8	4
(b) Past due _____								
3. Real estate encumbrances _____								
4. Other liabilities _____			6	1	7	3	9	4
5. Reserves _____								
6. Capital stock paid up: (a) Common _____				1	4	6	1	0
(b) Common _____								
(c) Preferred _____								
(d) Preferred _____								
7. Surplus (net worth) Retained earnings _____			2	1	4	0	7	8
Total liabilities _____		29	5	0	5	7	6	7
CONTINGENT LIABILITIES								
1. Liability on notes receivable, discounted or sold _____								
2. Liability on accounts receivable, pledged, assigned or sold _____								
3. Liability as bondsman _____								
4. Liability as guarantor on contracts or on accounts of others _____								
5. Other contingent liabilities _____								
Total contingent liabilities _____							N	O

9.

1	Treasury bills	U. S. Government					5,677,602
2	Treasury notes	U. S. Government	-				4,352,000
3	Barrett Law Bond	Fort Wayne, Indiana	-				3,039
4							
5							
6							
7							

1	Corporation	-0-
2	Corporation	-0-
3	Corporation	-0-
4		
5		
6		
7		

10

DESCRIPTION OF MATERIAL	QUANTITY	PRESENT VALUE	
		FOR UNCOMPLETED CONTRACTS	OTHER MATERIALS
Steel, pipe, etc.		219,489	
Sand and aggregates			2,286,110

11

[illegible]

Are there any liens against the above? No If so, state total amount _____

* If two or more items are lumped above, give the sum of their ~~values~~

DETAILS RELATIVE TO ASSETS (Continued)

5 Accounts receivable not from construction contracts \$ -0-

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT

What amount, if any, is past due \$

6 Deposits with bids or otherwise as guarantees \$ -0-

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7 Interest accrued on loans, securities, etc. \$ 1,429,744

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT
Investments		51,204
Federal income tax refund		252,000
Prepaid expenses		130,540
Deferred federal income taxes		996,000

8 Real estate { (a) Used for business purposes \$ 557,834
book value { (b) Not used for business purposes -0-

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1 Land, buildings	Offices, shops	186,086	557,834
2			
3			
4			
5			
6			
7			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1 Indiana and Michigan	Corporation		-0-
2			
3			
4			
5			
6			
7			

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

If a corporation answer this:

Amount for which incorporated \$150,000

Capital paid in cash \$ 150,000

When incorporated 8/8/52

In what state Indiana

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

<u>William N. Rieth</u>	<u>President</u>
<u>Dale E. Capon</u>	<u>Vice-President</u>
<u>V. L. Harris</u>	<u>Treasurer</u>
<u>Larry L. Jones</u>	<u>Secretary</u>
<u>Larry A. DeWitt</u>	<u>Division Manager</u>
<u>Chester L. Skwarcan</u>	<u>Division Manager</u>

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto? Yes

If a co-partnership answer this:

Date of organization _____

State whether co-partnership is general, limited or association _____

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

DETAILS RELATIVE TO ASSETS (Continued)

12	Furniture and fixtures at book value.....	\$ 152,371
13	Other assets.....	\$ 120,947

DESCRIPTION	AMOUNT
Equipment deposits.....	120,947

TOTAL ASSETS \$ 29,505,767

DETAILS RELATIVE TO LIABILITIES

1	Notes payable {	(a) To banks, regular.....	\$ -0-
		(b) To banks for certified checks.....	-0-
		(c) To others for equipment obligations.....	-0-
		(d) To others exclusive of equipment obligations.....	-0-

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT

2	Accounts payable {	(a) Not past due.....	\$ 1,777,847
		(b) Past due.....	-0-

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT
Various trade creditors - each under 10%	Material, etc.	various	1,777,847

3	Real estate encumbrances (See Item 8, Assets).....	\$ -0-
----------	--	--------

4	Other liabilities.....	\$ 6,173,949
----------	------------------------	--------------

DESCRIPTION	AMOUNT
Accrued expenses and withheld taxes.....	855,977
Billings on open jobs, less costs.....	2,030,972
Allowance for estimated losses on open jobs.....	3,287,000

5	Reserves.....	\$ -0-
----------	---------------	--------

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
\$	\$	\$	\$	\$	\$	\$	\$

6	Capital stock paid up {	(a) Common.....	\$ 146,100
		(b) Preferred.....	-0-

7	Surplus Retained earnings.....	\$ 21,407,871
----------	--------------------------------	---------------

TOTAL LIABILITIES \$ 29,505,767

The name of the partnership firm under which the above partners are operating is.....

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

.....
Rieth-Riley Construction Co., Inc.

NOTE: A co-partnership must give firm name and signatures of all partners.
A corporation must give full corporate name, signature of official and affix corporate seal.

By:.....
.....

Affidavit for Individual

STATE OF..... }
COUNTY OF..... } ss:

..... being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

..... day of 19.....

(Applicant must sign here)

Notary Public

Affidavit for Co-Partnership

STATE OF..... }
COUNTY OF..... } ss:

..... being duly sworn, deposes and says that he is a member of the firm of.....; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

..... day of 19.....

(Member of firm must sign here)

Notary Public

Affidavit for Corporation

STATE OF Indiana }
COUNTY OF Elkhart } ss:

..... V. L. Harris being duly sworn, deposes and says that he is

Treasurer of the Rieth-Riley Construction Co., Inc., the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

11th day of April 1985

.....
(Officer must sign here)

Judith M. Williams
Judith M. Williams Notary Public for Elkhart County, Notary Public
My commission expires 6/16/85

BID OF

Rieth-Riley
Construction Co., Inc. Contractor

311 W. Madison St.
P. O. Box 477

Goshen, Indiana 46526 Address

FOR

Fort Wayne Municipal Airport

AIP 3-18-0022-04

Filed _____, 19____

Action taken _____

CONTRACTOR'S BID

on Fort Wayne Municipal Airport
Insert class of work

City of Fort Wayne
To Board of Aviation Commissioners
Room 940 City-County Building
One Main Street

Fort Wayne, Indiana 46802

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the
Fort Wayne Municipal Airport, (Baer Field)
Insert class of work
Runway 13 Extension, Paving and Electrical
AIP 3-18-0022-04

to be located at Fort Wayne, Indiana
according to the plans and specifications prepared by Wetzel Engineers
Engineer or Architect
, now on file in the office of Department of

Purchases, One Main St., Fort Wayne, Indiana for the sum of One Million Nine Hundred
State amount in figures and words
Ninety Six Thousand Eight Hundred Sixty Six Dollars & Fifty Eight Cents \$ 1,996,866.58

If extra work is necessary to extend the foundations to a greater depth than required by the plans and specifications, or otherwise, such extra work will be completed according to the written instructions of the architect and owner for the following unit prices:

Excavation	\$	N/A	per cu. yd.
Concrete work (including forms)	\$	N/A	per cu. yd.
Brick work	\$	N/A	per M.
(State whether actual brick or mason's measurement)			
	\$		

ALTERNATE BIDS

The undersigned also proposes to furnish or to omit all labor and material necessary to complete work as required by the "Alternate Bids," as provided in the plans and specifications as follows:

(State the number of alternate, if given in the specifications; if not, state the exact character of the work which it is proposed to add, or to omit from the work as provided for in the plans and specifications and the amount to be added or deducted from base bid.)

Alternate No. 1.

(If additional space is needed for alternates, use blank space on reverse side.)

The Contractor and his sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

IN TESTIMONY WHEREOF, The bidder has hereunto set his hand this _____ day of _____, 19____.

Bidder

IN TESTIMONY WHEREOF, The bidder (a firm) have hereunto set their hands this _____ day of _____, 19____.

(Firm name) _____

Individual names { By _____

IN TESTIMONY WHEREOF, The bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 30th day of April, 1985

RIETH-RILEY CONSTRUCTION CO., INC.

(Seal)

Name of corporation Larry A. DeWitt
Manager, Road and ~~Highway~~ Bridge Division
Jerome R. Sorn
Assistant Secretary

TERMS OF ACCEPTANCE

The above bid is accepted or rejected this _____ day of _____, 19____,
subject to the following conditions: _____

(Signed) _____

Attest _____

Note: Bidders for work for all municipalities, except counties, use this form.

Bid Bond

Enclosed herewith find ~~certified check~~ for \$X Five Percent, being 5 % of the maximum bid herein, made payable to The City of Fort Wayne, Indiana
Name of officer and municipality

The proceeds of which are to remain the absolute property of said City of Fort Wayne, Indiana
Municipality

if Rieth-Riley Construction Co., Inc. shall not within 10 days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract in the approval of the proper officials of said City of Fort Wayne, Indiana
Municipality

Note: Bidders on county work use this form.

Enclosed herewith find a bidder's bond in an amount equal to the maximum bid herein, subject to the approval of the board of county commissioners, conditioned as follows: That if the board of county commissioners shall award the contract for said work, that

shall within days enter into a contract with said board for said work and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by said board and according to the time, terms and conditions specified in said contract to be entered into and shall promptly pay all debts incurred in the prosecution of said work.

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and Larry A. DeWitt agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them, have in any way, directly or indirectly, entered into any arrangement or agree-

ment with any other bidder, or with any public officer of such City of Fort Wayne, Indiana whereby such affiant or affiants or either of them, has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

RIETH-RILEY CONSTRUCTION CO., INC.

BY: Larry A. DeWitt
Manager, Road & Bridge Division

Subscribed and sworn to before me by Larry A. DeWitt

this 30th day of April, 1985.

My Commission expires

January 17, 1986
Resident of Elkhart County, Indiana.

Barbara J. Newcomer
Notary Public

Subscribed and sworn to before me by

this day of , 19.

My Commission expires

Subscribed and sworn to before me by

this day of , 19.

My Commission expires

CONTRACTOR'S BID

on Fort Wayne Municipal Airport
Insert class of work

Fort Wayne, Indiana, April 30, 1985

To City of Fort Wayne
Board of Aviation Commissioners
Room 940 City-County Building
One Main Street

Fort Wayne, Indiana 46802

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the

Fort Wayne Municipal Airport, (Baer Field)
Insert class of work
Runway 13 Extension, Paving and Electrical

AIP 3-18-0022-04

to be located at Fort Wayne, Indiana

according to the plans and specifications prepared by Wetzel Engineers
Engineer or Architect

, now on file in the office of Department of

Purchases, One Main St., Fort Wayne, Indiana for the sum of One Million Nine Hundred.
State amount in figures and words

Ninety Six Thousand Eight Hundred Sixty Six Dollars & Fifty Eight Cents \$ 1,996,866.58

If extra work is necessary to extend the foundations to a greater depth than required by the plans and specifications, or otherwise, such extra work will be completed according to the written instructions of the architect and owner for the following unit prices:

Excavation \$ N/A per cu. yd.

Concrete work (including forms) \$ N/A per cu. yd.

Brick work \$ N/A per M.

(State whether actual brick or mason's measurement)

\$ _____

ALTERNATE BIDS

The undersigned also proposes to furnish or to omit all labor and material necessary to complete work as required by the "Alternate Bids," as provided in the plans and specifications as follows:

(State the number of alternate, if given in the specifications; if not, state the exact character of the work which it is proposed to add, or to omit from the work as provided for in the plans and specifications and the amount to be added or deducted from base bid.)

Alternate No. 1.

BID OF

Rieth-Riley
Construction Co., Inc. Contractor
311 W. Madison St.
P. O. Box 477

Goshen, Indiana 46526 Address

FOR

Fort Wayne Municipal Airport

AIP 3-18-0022-04

Filed , 19

Action taken

CITY OF FORT WAYNE**DEPARTMENT OF PURCHASES**

Number One Main St., FT. WAYNE, IND. 46802

INVITATIONPage 1 of 17Ref. No. 1197Date March 28, 1985Date wanted 4/16/85

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of Carol Offerle: 427-1101 DEPARTMENT OF PURCHASES

Room 940, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Board of Aviation

Baer Field

Address Fort Wayne, IN 46809

Fund
Appropriation No. _____

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing
Time of Bids April 16, 1985 at 10:30 a.m.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 1444. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		PAVING AND ELECTRICAL WORK FOR THE EXTENTION OF RUNWAY #13(Project AIP 3-18-0022-04) PER THE SPECIFICATIONS UNDER SEPERATE COVER. <u>seven</u> dollars/eighty-seven cents. Two million two hundred twenty thousand seven hundred seventy- A 100% PERFORMANCE BOND WILL BE REQUIRED OF THE SUCCESSFUL BIDDER. A PRE-BID CONFERENCE WILL BE HELD ON APRIL 8, 1985 AT 1:30 P.M. AT THE BAER FIELD TERMINAL BUILDING.	\$2,220	777.87
		96-a On File XXX - ALSO Attached 96-A AFFIRMATIVE ACTION: On File: <u>XX</u> Attached: _____		

Bid Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES 100%
 See instruction item No. 14 on reverse side hereof.
 Terms % cash discount if paid within days from delivery and acceptance of goods or completion of service

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 80 days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

Spears-Dehner, Inc.

Name of Company
 For Donald J. Spears Title President
 P.O. Box 11246, 1212 Clark St.
 Address Fort Wayne, IN 46856

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workmen's Compensation:** Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Infringements and Indemnifications:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense in the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Informalities and Rejection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Award:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1961, chapter 208, section 10, being Burns Indiana Statute 40-2316-1964 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 19____ as follows:

Board-Commissioner Dept. of Purchasing, etc.

Rejected _____ Date _____ 19____ as follows:

Board-Commissioner Dept. of Purchasing, etc.

REQUEST FOR BIDS

The City of Fort Wayne, Indiana, is requesting Vendors to submit bids for the materials and/or service as detailed in the Specification Section of this Bid.

Unless otherwise stated in the Specifications Section, the following General Instructions will apply.

GENERAL INSTRUCTIONS

I - Bid Opening and Award

Bid Proposals will be read aloud to all participating, and examined soon after opening. The City of Fort Wayne does not award any bid until the Director of Purchases and the interested Department Head have had ample time to review each Bid Proposal, make their recommendation and submit to City Council for their approval (if required). Award will be made, however, at the earliest possible date. No Bid Proposal may be withdrawn for a period of sixty (60) days after bid opening date. If the mail is delayed beyond the date and hour set for the bid opening, Bid Proposal(s) thus delayed, will NOT be considered.

II - Basis of Bid Award

Award of bid shall be made to the most responsive and responsible bidder meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use; the following criteria will be used in making this determination:

- A. Superior Quality and specification adherence.
- B. Adequate Maintenance and Service.
- C. Delivery Date and/or completion time.
- D. Guarantees and Warranties.
- E. Company's Reputation and financial status.
- F. Past Experience and cost with similar or like equipment or service.
- G. Anticipated future cost and experience.
- H. Performance of Bidder's equipment in hands of other agencies, plants, and firms.

III - Guarantee with Bid

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

V - Use of Brand Names

Specifications contained herein, in some cases, may refer to brand names. Brand names and numbers are used ONLY to set forth and convey to prospective Bidders the general style, type, character and quality of equipment. Brand names are not used to limit competition.

VI - Use of Brand Names in the Bid

If the article bid upon has a trade or brand name, show same in the bid.

VII - Specification Deviations by the Bidder

Any deviation from the specifications, including Brand Names and Model Number, MUST be noted in detail and submitted in writing with this Bid Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Bidder strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item(s) when offered for delivery. If specifications or descriptive papers are submitted with bids, the bidder's name must be clearly shown on each document.

The Specifications, as listed herein, represent our preference in equipment, however, we are fully cognizant that no two pieces of equipment from different manufacturers are the same. Therefore, if your equipment is similar and/or same in size, function, and operation, but some of the specifications do not completely coincide with ours as listed, please list your exceptions and explanations separately. It is not our intent to write specifications for a piece of equipment that only one manufacturer can submit a bid for.

VIII - Specification Changes After Bid Award

Any changes in goods/services after the Purchase Order/Contract has been awarded, must be with the written consent of the Purchasing Department. If written consent is not obtained, the Purchasing Department may elect to accept the changes; but is not bound to do so.

IX - Bid Bond

Bidders shall submit with their Bid Proposal, a Bid Bond in the amount of: Five (5%) percent of Bid Amount. The Bid Bond must be submitted on the enclosed form. NO substitutes! When submitting a certified or cashiers check as Surety - complete the enclosed form down to the point marked with the arrow (<-----). When submitting a bond as Surety, complete the entire form and attach power of attorney. Bid Proposals submitted without being accompanied by the foregoing, when required, shall be rejected. Any Bid Proposals accompanied by a Bid Bond not properly executed, may be rejected. The Bond will be forfeited to the City by the successful bidder as liquidated damages in case a bid award is made to that bidder and the contract and/or Performance Bond are not promptly and properly executed.

When bids are awarded, the Purchasing Department will return immediately all checks, except those of the successful Bidder(s). If a Performance Bond is required, the check of the successful bidder(s) will be returned upon compliance with the Performance Bond. If no Performance Bond is required, the check(s) of the successful bidder(s) will; be held until delivery or completion of the contract.

III - Guarantee with Bid

To protect the interests of the City, the Bidder Guarantees that the equipment offered, is standard new equipment, latest model of regular stock product, with parts regularly used for the type of equipment offered; also that no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practices, and the item(s) bid will perform to 100% as to the needs of the Department acquiring this equipment, product or service.

IV - Bid Forms

Each Bidder must submit a Bid Proposal on the blank forms attached. The Bidder shall sign his/her bid correctly, and Bid Proposals may be rejected, if they show any omissions, alterations of form, additions not called for, conditional bid or any irregularities of any kind. Alternate Bids may be considered if submitted under separate cover, including all bid forms as in the above.

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have the option of terminating the contract. . The remedies provided for under this provision shall not be construed to limit, waive, or otherwise abrogate any other remedy that the City shall be entitled to under other terms and conditions of this contract.

XIII - Brochures

Bid proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the product(s) offered in such fashion as to permit ready comparison with the specifications on an item-by-item basis where applicable.

XIV - Specification Changes, Additions and Deletions

All changes in specifications shall be in writing and furnished to ALL Bidders. Verbal information obtained otherwise will NOT be considered in awarding of bids.

XV - Number of Bid Copies

Unless otherwise stated in the Special Instructions section of this bid request, submit one copy of bid on attached forms.

XVI - Bid Changes

Bids, amendments thereto or withdrawal requests received after the time advertised for bid opening, will be void regardless of when they were mailed.

XVII - Delivery Location

Delivery shall be made at the location shown below:

Department of Purchases
Room 940, One Main Street
Fort Wayne, IN 46802

XVIII - Delivery Time

Unless otherwise stated in the Special Instruction section of this bid request, deliveries will be accepted during the hours between 9:00 a.m. and 4:00 p.m., Monday through Friday excluding City Holidays.

X - Performance Bond

The successful Bidder(s), within ten (10) calendar days after acceptance of the Bidder(s) offer by the City, shall furnish a satisfactory Performance Bond in the amount of One Hundred Percent. The Performance Bond of the successful Bidder(s) shall be conditioned on the faithful and complete performance of the requirements/obligations found in the contractual agreement(s). The Performance Bond will be in effect until total completion of all terms and conditions of this bid. Successful Bidder(s) will be responsible for all claims and injuries to persons or damages to property or premises arising out of, or in connection with his/her operations prior to the acceptance of the finished work or supplies, and that he/she will promptly make payments to all persons provided for in the contract; and shall guarantee to indemnify and save the City, it's officers, departments and employees harmless from all costs, damages and expenses growing out of, or by reason of, the successful Bidder's failure to comply and perform the work and complete the contract in accordance with the specifications including actual or alleged patent infringement in the matter of making, furnishing and delivering said work or supplies.

XI - Special Performance Requirements

As delivery date is a criteria for awarding this Contract, and since time is of the essence, the successful bidder agrees that the City of Fort Wayne, at its option, will deduct from any money due the successful bidder, the amount of ** per calendar day for any time required to complete Contract beyond quoted delivery date. All deductions from any money due the successful bidder are to be as liquidated damages, not as a penalty. Failure of the City to enforce this liquidated damage provision shall not constitute a waiver of the breach of the Contract for failure to timely perform. Any extension of time must be in the form of a supplement to the Purchase Order Contract. Any extension of time must be in writing; granted and issued, by the Director of Purchasing, prior to the quoted delivery date.

XII - Failure to Provide Performance Bond When Required

In the event that the Bidder(s) fail(s) to deliver to the City Purchasing Department the Performance Bond in said period of ten (10) calendar days after acceptance of Bidder's offer by the City, then the Bid Bond of the Bidder shall be retained by the City in its entirety, all work under the contract shall be suspended and the City shall

** See specifications from Wetzel Engineers.

XIX - Delivery Date

The delivery time as stated in the bid proposal shall be the time required to deliver the complete item(s) after the receipt of the order or award of the contract. Where multiple items appear on a bid request, the bidder shall, unless otherwise stated by the City, show the delivery time for each item separately. If only a single delivery time is shown, it will be assumed to mean that all items included in the bid can and will be delivered on or before the specified date. The bidder certifies that the delivery will be completed in the time he/she states starting at the time the order is placed. The right is reserved to reject any bid in which the delivery time indicated is considered sufficient to delay the operation for which the commodity is intended, or where the bidder has failed to state a delivery date.

XX - Pricing

All prices bid must remain valid and firm through the evaluation and award period of sixty (60) days.

Unit pricing will govern over extended prices unless otherwise stated in the Special Instructions section of this bid request. All prices quoted should be firm. In those cases where a firm bid cannot be made, consideration will still be given to all bidders. However, those bidders submitting firm bids will be given first consideration over those that fail to submit a firm bid, all other factors being equal. Also, in those cases where a firm bid cannot be made, all non-firm pricing should be stated and explained as explicitly as possible showing escalation factors, stating costs that may increase and the conditions of those increases such as sub-contractor cost increases passed on at cost, and any other conditions that may apply to cost increases. Also, maximum or ceiling prices should be quoted where possible when bids contain non-firm prices. Unless otherwise stated on bidders proposal, prices quoted shall be considered firm.

XXI - Cash Discounts

Cash discounts, if allowed, should be so stated on the bid proposal form. Prices bid must, however, be based upon payment in thirty (30) days. The cash discounts so stated will not be considered in the making of the award. Where the invoice is received prior to the receiving of the item(s), the times used in the taking of cash discounts, where applicable, will be computed from the date of delivery of the commodities to the carrier when inspection and acceptance is at the point of destination, the date of

delivery will be used. If laboratory inspection is made a part of this bid, the date of the final laboratory report will be used. If the invoice is received after the date(s) specified above, then the invoice date will be used for the computation of the cash discount.

XXII - Tie Bids

In the case of tie bids, the City reserves the right to make the award based on the factors previously outlined in paragraph number 11, in what it considers to be in the best interest of the City.

XXIII - Information

Questions concerning the bid requirements or specifications, should be directed to:

Director of Purchases (219) 427-1101

XXIV - Bid Rejection or Partial Acceptance

The City reserves the right to reject any or all Bid Proposals. It further reserves the right to waive technicalities and informalities in bid specifications, as well as to accept in whole or in part such bid or bids where it deems it advisable in protection of the best interests of the City.

XXV - Other Charges

Bid prices shall include, as separate line items, all freight (transportation) and preparation charges, applicable taxes and any other applicable charges fully prepaid to the point of delivery so that the bid price is the total price to be paid for the item(s).

XXVI - Inspection and Acceptance

Inspection and acceptance shall be conducted by the persons named below. They will have the absolute authority to accept or reject the project for the City. In the event the individual or individuals listed below are no longer with the City, or in the position listed, the person or persons assuming their position(s) will be responsible for acceptance or rejection.

NAME

TITLE

Carol Offerle

Director of Purchasing

Ray Hoverman

Airport Director

Invoice, Certificate of Origin & Warranty/Guarantee

Invoice(s), certificates of origin and warranties/guarantees must be submitted at the time of delivery of the items(s).

XXVII - Payments

The City normally does not make early or partial payments. Any request for early and/or partial payments prior to the completion of the entire contract or order must be made by the bidder in his/her bid. Such request will be given due consideration in the awarding of the bid(s).

XXVIII - Affirmative Action Program

Bidders will be required to submit, or to have on file with the City Equal Employment Office, a current written Affirmative Action Program in order for their bid(s) to be accepted. Such Program can be submitted at, or subsequent to, the bid opening, but must be on record in the EEO office and approved in advance of processing a Purchase Order for City Council approval. Bidders' Affirmative Action Programs are in effect for the twelve (12) month period following the date of approval by the City Equal Employment Opportunity Officer.

TO: ALL DEPARTMENT HEADS OF THE CIVIL CITY AND CITY UTILITIES OF THE CITY OF FORT WAYNE, INDIANA, AND ALL BOARDS, COMMISSIONS, AGENCIES AND AUTHORITIES OF THE CITY OF FORT WAYNE, INDIANA

FROM: MAYOR WINFIELD C. MOSES, JR.

DATE: AUGUST 29, 1983

RE: Establishment of City Policies and Procedures With Respect to Minority Business Participation in City Procurement and Construction Contracts.

1. BACKGROUND: Minority business participation programs are valuable economic development tools, since they help to create jobs and job opportunities for economically disadvantaged residents of this community. Accordingly, the City has, over the past several months, worked closely with representatives from local minority businesses, in an attempt to develop an Ordinance establishing City affirmative action programs that would facilitate minority business participation in City procurement and construction contracts. Such an Ordinance was developed and submitted to the Common Council of the City of Fort Wayne, Indiana. The administration anticipated that the Council would act favorably on such Ordinance, however, the Ordinance was defeated. Therefore, the directives herein contained are made effective immediately.

2. STATEMENT OF GOALS: The City does commit itself to participation goals for minority businesses in all City procurement and construction contracts for which bids are received. To assure that minority businesses participate in City procurement and construction contracts to the fullest extent possible, the stated goal of this City is that minority businesses receive 15% of the total of such contracts awarded in each and every fiscal year. The purpose of this memorandum and the directives herein contained is to assist the City in meeting its stated goals.

3. RECORDKEEPING: To facilitate the goals of the City, as herein stated, each department head of the City, including all heads of boards, commissions, agencies, and authorities of the City, is charged with the duty of formulating and maintaining adequate records and documentation disclosing minority business participation in City bid construction and procurement contracts emanating from such department, board, commission, agency, or authority. The form of such recordkeeping and the contents of same shall be as determined, within 30 days from date hereof, by the City Controller, the City's Director of Purchasing, the Chairman of the Board of Public Works, and the City's Compliance Officer.

4. MONITORING: A special internal monitoring task force is hereby created to monitor and review all records compiled hereunder. This special task force shall consist of the City Controller, the City's Contract Compliance Office, Community Development & Planning's Compliance Office, CETA's independent monitoring unit's representative, the City's Minority Affairs Director, and the Executive Director of the Metropolitan Human Relations Commission. The special task force shall report and advise the Mayor and the Mayor's Affirmative Action Advisory Committee.

5. ESTABLISHMENT OF CITIZENS ADVISORY COMMITTEE: There is hereby established a "Citizens Advisory Committee", hereinafter referred to as "Committee". This Committee shall act as an advisory committee to the Mayor. This Committee shall consist of at least nine members appointed by the Mayor within ten days from date hereof as follows:

- (a) A majority of the Committee shall be persons who are actively involved in the day to day business of minority businesses in this community, or their representatives;
- (b) One member shall be a member of the Common Council of the City of Fort Wayne;
- (c) One member shall be a person recommended by the Common Council of the City of Fort Wayne;
- (d) One member shall be an employee of the City of Fort Wayne involved in the awarding of procurement and/or construction contracts; and
- (e) The remaining member (s) shall be appointed by the Mayor, at large.

This Committee shall meet at those times and places as deemed appropriate by its members or as otherwise deemed appropriate by the Mayor. The Committee shall make, from time to time, recommendations to the Mayor and to the Common Council on how to best continue, re-define, clarify, codify, and implement the goals of the City with respect to the continued and further involvement of minority-owned businesses in City procurement and construction contracts for which bids are received.

Furthermore, the Committee shall apprise and make recommendations on the following:

- (a) The definition for "minority business". The few communities that have addressed this subject have adopted various definitions for "minority business".

The definition of "minority business" might include minorities based upon sex, as well as race. Some communities have separate participation goals for minority businesses and women business enterprises. Also, consideration should be given to preference for local minority businesses;

(b) Desirability or necessity of working with other local governments, such as Allen County, Indiana, to more fully implement the goals and purposes herein stated for all local government contracts;

(c) The necessity to work within Indiana Code 36-1-9-1, which is the State Purchasing Law governing cities, so our programs will survive any and all legal challenges;

(d) The necessity to work within Indiana Code 36-1-12-1, which is the law governing the awarding of public works contracts, so our programs will survive any and all legal challenges; and

(e) The form and substance of any ordinances or resolutions to be presented to the Common Council of the City of Fort Wayne, Indiana, for the codifying of any and all programs developed concerning minority business participation.

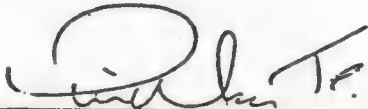
6. IMMEDIATE ACTION: The Board of Public Works of the City of Fort Wayne, Indiana, and the Director of the City's Department of Purchasing, and all other officers and employees of the City involved in the awarding of City procurement and construction contracts, are hereby charged with the duty of preparing specifications for such City procurement and construction contracts that will encourage minority business participation. Thus, as a criterion for awarding contracts, the appropriate officers of the City shall prepare specifications that include minority business participation as a vital segment of those bid specifications.

7. ATTORNEY GENERAL'S OPINION: Legal questions were raised as to whether or not the Ordinance previously submitted to the Common Council was in conflict with state law and met constitutional guidelines. Because voluntary affirmative action is an area of the law that is currently unsettled, the administration preferred, even in light of such legal questions, the passage of Ordinance. The administration was prepared, if necessary, to defend the Ordinance against legal challenge. Legal research indicates a court cannot render an advisory opinion as to whether or not voluntary affirmative action in City procurement and construction contracts is permissible under existing state law. Therefore, because of legal uncertainties of affirmative action plans, the administration shall seek an opinion from

the Indiana Attorney General on the legality of a minority business participation ordinance. The administration seeks this opinion with the understanding that while such opinions may be informative as to the Attorney General's position on such ordinances, an Attorney General's opinion is not binding in a court of law. Also, if legally possible, a similar opinion shall be sought from the United States Department of Justice.

8. NEW LEGISLATION: The City Attorney of the City of Fort Wayne, Indiana, is hereby instructed to commence immediately the drafting of new legislation for submission to the General Assembly of the State of Indiana in January of 1984. This new legislation shall concern necessary amendments to the existing State Purchasing and Public Works Construction Laws so as to clearly allow for minority business participation programs.

This document has been signed and made effective this 29th day of August, 1983.



Winfield C. Moses, Jr., Mayor
of the City of Fort Wayne, Indiana

MBE/WBE STATEMENT
FOR
CITY OF FORT WAYNE, INDIANA

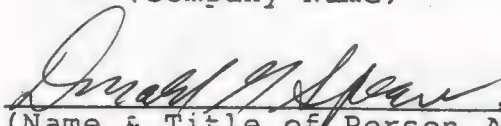
BID NO. 1197
BID DATE: April 16, 1985

The City is committed to minority/women's business participation, and the Citizens' Advisory Committee is presently preparing an ordinance concerning minority and women's business participation for City contracts. This project is also governed by various affirmative action requirements including Presidential Executive Order Number 11246. To assist the City in meeting its stated goals and to further meet affirmative action requirements, the undersigned commits fifteen percent (15 %), as a goal, of the undersigned's total bid to minority/women's business participation. In that regard, the following MBE and/or WBE firms have been contacted to work as subcontractors:

	<u>Name of Firm</u>	<u>Type of Work</u>
1.	Alpha-Omega Electric, Inc.	Electrical
2.	Slusser's Green Thumb, Inc.	Landscaping
3.	Metropolitan, Inc.	Fence
4.		

Submitted on: April 16, 1985, 1984

By Spears-Dehner, Inc.
(Company Name)

 , President
(Name & Title of Person Authorized
to sign) Donald G. Spears, President

Business Address: P.O. Box 11246, 1212 Clark Street
Fort Wayne, Indiana 46856

Phone Number: 219-423-1616

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA.

ALLEN COUNTY

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

By: Ronald Spear President
Bidder Agent

For Spears-Dehner, Inc.
Firm or Corporation

Subscribed and sworn to before me this 16th day of April, 1985

My Commission Expires

-----April 17, 1988-----

Henry G. LaMaster
Henry G. LaMaster, Notary Public

County of Residence: - Allen

PROPOSAL AND BID SURETY FORM

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of FIVE PER CENT (5%) OF MAXIMUM BID

..... Dollars,
to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐

Check No. in the sum of

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

..... Dollars
on Bank
of
is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Henry G. LaMaster

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

Spears-Dehner, Inc.

Name of Bidder—Print or Type

By

Donald G. Spear
Signature of Person Authorized to Sign

Title

President

P.O. Box 11246, 1212 Clark Street

Street Name and Number

Fort Wayne, Indiana 46856

City, State and Zip Code

Date April 16, 1985

SEE COVER LETTER

United States Fidelity & Guaranty Co.

Name of Company — Print or Type

Incorporated

MARYLAND

In the State of:

Address

Baltimore, Maryland

By

John J. Pikel
John J. Pikel, Attorney-in-Fact

SURETY

Witnessed by:

Henry G. LaMaster

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 96531

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, Leonard Shirley, Diane T. Green and Joanne Mignerey

of the City of Fort Wayne, State of Indiana
its true and lawful attorneys in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever done by anyone of the said Gerald A. Dahle and the said John J. Pikel and the said Donald T. Belbutowski and the said Leonard Shirley and the said Diane T. Green and the said Joanne Mignerey

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 2nd day of November, A. D. 1984

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed)

By A. Nord Bjorke

Vice-President.

(SEAL)

(Signed)

Jack S. Mallinger

Assistant Secretary.

STATE OF MARYLAND,

BALTIMORE CITY,

On this 2nd day of November, A. D. 1984, before me personally named A. Nord Bjorke, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Jack S. Mallinger, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said A. Nord Bjorke and Jack S. Mallinger were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1986.

(SEAL)

(Signed)

Margaret M. Hurst

Notary Public.

STATE OF MARYLAND

BALTIMORE CITY,

I, Sandra E. Banks, Clerk of the Circuit Court for Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Margaret M. Hurst, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgment, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Circuit Court for Baltimore City, the same being a Court of Record, this 2nd day of November, A. D. 1984

(SEAL)

(Signed)

Sandra E. Banks

Clerk of the Circuit Court for Baltimore City.

COPY OF RESOLUTION

That Whereas, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces and territories of Canada;

Therefore, be it Resolved, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

Also, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces or territories of Canada, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

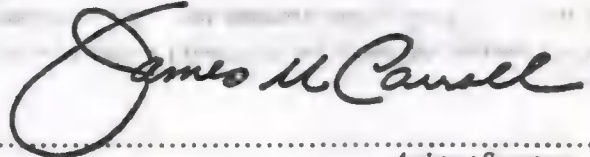
I, **James M. Carroll**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to **Gerald A. Dahle, John J. Pikel, Donald T. Belbutowski, Leonard Shirley, Diane T. Green and Joanne Mignerey**

of **Fort Wayne, Indiana**, authorizing and empowering **them** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 25th day of November, 1981, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof is recorded in the minutes of said meeting.

In Testimony Whereof, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

4-16-85 (Date)



Assistant Secretary.

Standard Questionnaires and Financial Statement for Bidders

Prescribed by

THE STATE BOARD OF ACCOUNTS OF INDIANA

For use in investigating and determining the qualifications of bidders on public construction when the aggregate cost of any such work or improvement will be Five Thousand Dollars or more.

These statements to be submitted under oath by each bidder with and as a part of his bid, as provided by Chapter 306, page 1248, Acts of 1947

Submitted to Board of Aviation Commissioners, City of Fort Wayne

By Spears-Dehner { A Corporation
A Partnership
An Individual

Address P.O. Box 11246 - 1212 Clark Street

Fort Wayne, IN 46856

Date submitted April 16, 19 85

Filed _____

Sec. 2 of an Act entitled "AN ACT concerning the awarding of contracts for the performance of public work and authorizing the board of accounts to prescribe certain forms to be used in ascertaining the responsibility of contractors who submit bids for the performance of such work, providing for plans and specifications, providing for bids repealing certain laws and declaring an emergency." (Approved March 13, 1947.)

Sec. 2. Whenever the aggregate costs of any work or improvement will be five thousand dollars (\$5,000.00) or more, for the purpose of enabling such board, commission, trustee, officer or agent to ascertain and determine which of the bidders submitting bids for the performance of any such public work is, in the judgment of such board, commission, trustee, officer or agent, the lowest and/or best bidder and to exercise intelligently the discretion hereby conferred on such board, commission, trustee, officer or agent each bidder shall be required to submit under oath with and ■ a part of his bid a statement of his experience, his proposed plan for performing such work and the equipment which he has available for the performance of such work and ■ financial statement. The statements hereby required shall be submitted on forms which shall be prescribed by the state board of accounts. The forms so prescribed shall be designated, respectively, as the experience questionnaire, the plan and equipment questionnaire and the contractor's financial statement, and shall be based, so far as applicable, on the standard questionnaires and financial statement for bidders as approved and recommended by the joint conference on construction practices, for use in investigating the qualifications of bidders on public construction work, and the forms so prescribed are hereby prescribed as the forms which shall hereafter be used by all such boards, commissions, trustees, officers and agents in obtaining the information which is required in the administration of this act. If the information submitted by any bidder on the forms herein prescribed is found, on examination, to be unsatisfactory, the bid submitted by such bidder shall not be considered. (Burns Statutes 1933, Sec. 53-109) Sec. 2, Chapter 306, Acts of 1947.

TO THE BIDDER—

The following forms of questionnaires and financial statement are prescribed by the State Board of Accounts in conformity with the statute set out on the preceding page.

These forms, properly filled out and attested, must accompany each bid of five thousand dollars or more on any public work.

The forms are designed to cover all contracts for all kinds of work and the bidder is required to answer such questions as are pertinent to the work upon which he is bidding. The purpose of the questionnaire and financial statement, as set forth in the law, is to enable the awarding body to determine the qualifications of the bidder to carry out successfully the contract if the same is awarded to him.

The bidder will find it to his advantage to answer fully all questions coming within the range of the work upon which he is bidding. Particular attention should be given the "Financial Statement" and the details relative to the assets and liabilities set out. This form is made in extensive detail so that the bidder may explain his assets and liabilities in proper sequence and in a uniform manner.

T. M. HINDMAN,
State Examiner

Submitted by.....Spears-Dehner, Inc.

- ☒ A Corporation
☐ A Co-partnership
☐ An Individual

Principal Office at.....1212 Clark Street, Fort Wayne, IN 46808

To.....Board of Aviation Commissioners - City of Fort Wayne

EXPERIENCE QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a general contractor under your present business name?.....30
2. How many years experience in highway & heavy.....construction work has your organization had: (a) As a general contractor.....40 (b) As a sub-contractor.....40
3. What projects has your organization completed?

CONTRACT AMT.	CLASS OF WORK	WHEN COMPLETED	NAME AND ADDRESS OF OWNER

3-A. What projects has your organization now in process of construction?

CONTRACT AMT.	CLASS OF WORK	WHEN TO BE COMPLETED	NAME AND ADDRESS OF OWNER

4. Have you ever failed to complete any work awarded to you?.....No.....If so, where and why?

5. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract?.....No.....If so, state name of individual, other organization and reason therefor.....

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name?.....No.....If so, state name of individual, name of owner and reason therefor.....

7. In what other lines of business are you financially interested?.....none

8. For what corporations or individuals have you performed work, and to whom do you refer?

J. L. Wilson, Inc.	Bloomfield, In	W.D. Bartlett
Phend & Brown, Inc.	Milford, In	R.W. Brown
The Lathrop Company	Toledo, Ohio	Paul E. Myers
McMahon-O'Connor Constr. Co., Inc.	Rochester, In	E.C. Boswell
Wayne Asphalt & Constr. Co., Inc.	Fort Wayne, In	C.K. Stewart

9. For what cities have you performed work and to whom do you refer?

Portland, Indiana	Board of Aviation Commissioners
Fort Wayne, Indiana	Board of Public Works
Indianapolis, Indiana	Department of Transportation
Kendallville, Indiana	Board of Aviation Commissioners
Van Wert, Ohio	Department of Public Service
Celina, Ohio	Board of Public Affairs

10. For what counties have you performed work and to whom do you refer?

Allen, Indiana	Board of County Commissioners
Delaware, Indiana	Delaware County Airport Authority
Jay, Indiana	Board of County Commissioners
Blackford, Indiana	Board of County Commissioners

11. For what State bureaus or departments have you performed work and to whom do you refer?

Indiana Department of Highways	Indianapolis, Indiana
Ohio Department of Highways	Columbus, Ohio
Indiana Department of Natural Resources	Indianapolis, Indiana

12. Have you ever performed any work for the U. S. Government? Yes

If so, when and to whom do you refer?

Department of the Air Force
Patricia J. Craddock
Contracting Division
Building 156
Grissom AFB, IN 46971

13. What is the construction experience of the principal individuals of your organization?

INDIVIDUAL'S NAME	PRESENT POSITION OR OFFICE	YEARS OF CONSTRUCTION EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
Donald G. Spears	President	38	Highways & streets	Engr - Supt.
Edward L. Dehner	Vice-President	41	All types	Supt.
Gerald G. Dehner	Sec.-Treasurer	41	All types	Supt.

PLAN AND EQUIPMENT QUESTIONNAIRE

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. In what manner have you inspected this proposed work? Explain in detail.

Personal inspection

2. Explain your plan or layout for performing the proposed work

According to the plans, specifications and instructions of your engineers.

3. The work, if awarded to you, will have the personal supervision of whom?

Donald G. Spears

- *4. Do you intend to do the hauling on the proposed work with your own forces?

If so, give amount and type of equipment to be used

- *5. If you intend to sublet the hauling or perform it through an agent, state amount of sub-contract or agent's contract, and if known, the name and address of sub-contractor or agent, amount and type of his equipment and financial responsibility

▪ Items 4, 5, 6 and 7 may not be applicable in all building contracts; if not, omit.

11. What equipment do you intend to purchase for use on the proposed work, should the contract be awarded to you? As needed

QUANTITY	ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	APPROXIMATE COST

12. How and when will you pay for the equipment to be purchased? in most economical and practical manners
13. Do you propose to rent any equipment for this work? as needed If so, state type, quantity and reasons for renting.
14. Have you made contracts or received firm offers for all materials within prices used in preparing your proposal? Do not give names of dealers or manufacturers. yes

Dated at Fort Wayne, In this 16th day of April, 19 85

Spears-Dehner, Inc.

(Name of Organisation)

By

Donald G. Spears
President

(Title of Person Signing)

STATE OF Indiana

COUNTY OF Allen

ss:

Donald G. Spears

President

being duly sworn, deposes and says that he is

of the above Spears-Dehner, Inc.

(Name of Organisation)

and that the answers to the questions in the foregoing questionnaires and all statements therein contained are true and correct.

Subscribed and sworn to before me this 16th day of April, 19 85.

Henry G. LaMaster

Henry G. LaMaster

Notary Public

My Commission expires April 17, 1988

Contractor's Financial Statement

Submitted by Spears-Dehner, Inc.

☒ A Corporation
☐ A Co-partnership
☐ An Individual

with principal office at 1212 Clark Street, Fort Wayne, In 46808

To Board of Aviation Commissioners - City of Fort Wayne

Condition at close of business November 30

19 84

		Dollars						Cts.
ASSETS								
1. Cash:	(a) On hand \$ <u>150</u>	1	8	4	3	4	0	
	(b) In bank \$ <u>184,190</u>							
	(c) Elsewhere \$							
2. Notes receivable	(a) Due within 90 days							
	(b) Due after 90 days			4	4	9	6	
	(c) Past due							
3. Accounts receivable from completed contracts, exclusive of claims not approved for payment		2	9	8	3	9	3	
4. Sums earned on uncompleted contracts as shown by engineer's or architect's estimate								
	(a) Amount receivable after deducting retainage	8	8	0	0	9		
	(b) Retainage to date, due upon completion of contracts	1	4	4	7	7		
5. Accounts receivable from sources other than construction contracts		1	6	7	8	3		
6. Deposits for bids or other guarantees:	(a) Recoverable within 90 days							
	(b) Recoverable after 90 days							
7. Interest accrued on loans, securities, etc.								
8. Real estate:	(a) Used for business purposes	1	5	4	2	2		
	(b) Not used for business purposes	9	9	0	9	5		
9. Stocks and bonds:	(a) Listed—present market value							
	(b) Unlisted—present value	3	9	3	8	8		
10. Materials in stock not included in Item 4	(a) For uncompleted contracts (present value)							
	(b) Other materials (present value)	1	5	4	8	5	9	
11. Equipment, book value					2	6	6	
12. Furniture and fixtures, book value			3	4	2	6	3	
13. Other assets								
Total assets		9	4	9	7	9	1	
LIABILITIES								
1. Notes payable:	(a) To banks regular	3	4	4	1	6	6	
	(b) To banks for certified checks							
	(c) To others for equipment obligations							
	(d) To others exclusive of equipment obligations	1	1	1	6	3	2	
2. Accounts payable:	(a) Not past due							
	(b) Past due							
3. Real estate encumbrances			7	1	1	6	1	
4. Other liabilities								
5. Reserves								
6. Capital stock paid up:	(a) Common Class A	1	5	0	0	0	0	
	(b) Common Class B	1	5	0	0	0	0	
	(c) Preferred							
	(d) Preferred							
7. Surplus (net worth)		1	2	2	8	3	2	
Total liabilities		9	4	9	7	9	1	
CONTINGENT LIABILITIES								
1. Liability on notes receivable, discounted or sold				N				
2. Liability on accounts receivable, pledged, assigned or sold					O			
3. Liability as bondsman						N		
4. Liability as guarantor on contracts or on accounts of others							E	
5. Other contingent liabilities								
Total contingent liabilities								

NOTES TO FINANCIAL STATEMENTS

NOTE 1 - Summary of Significant Accounting Policies

Basis of Accounting - Profits and losses on long-term contracts are recorded on the basis of the Company's estimates of the percentage of completion of individual contracts.

For income tax purposes profits on all contracts are recognized on the completed contract basis with deferred income tax liabilities recorded for the resulting timing differences.

Uncollectible Accounts Receivable - Uncollectible accounts receivable are charged to expense in the period in which they are deemed worthless by management in accordance with the direct write-off method of accounting for such losses.

Property and Depreciation - Depreciation of property and equipment is charged to income using both accelerated and straight-line methods over the estimated useful lives of the assets.

Depreciable lives are shown in the following table:

Buildings	10 - 20 years
Machinery and equipment	3 - 7 years

Expenditures for maintenance and repairs are charged to expense as incurred, while additions and betterments are capitalized. The cost and accumulated depreciation on property sold or otherwise disposed of are removed from the accounts and any gain or loss thereon is credited or charged to income.

Investment Tax Credit - The Company follows the "flow-through" method of accounting for federal income tax credits attributable to the investment tax credit. Federal income tax payable is reduced in the year in which the investment tax credit is used to offset income tax otherwise payable.

Retirement Plan - The Company provides for normal cost of the retirement plan. It is the policy of the Company to fund pension costs accrued. (see also Note 4)

NOTE 2 - Cash and Short-Term Cash Investments

Cash and short-term cash investments consists of cash on hand and cash in bank. A special arrangement with the depository bank provides that all cash funds on deposit over a specified minimum are to be invested by the bank in short-term interest bearing obligations of the United States Government and are subject to repurchase by the bank in the event that the total of cash and short-term securities on deposit in the account falls below the specified minimum.

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE 3 - Loans Obtained on Officers' Life Insurance Policies

At November 30, 1984, the Company had borrowed \$176,444 including accrued interest from a life insurance company pursuant to the terms of life insurance policies purchased by the Company on the lives of several officers of the Company. The loans bear interest at 5% and are expected to remain outstanding for an indefinite period of time.

NOTE 4 - Retirement Plan

The Company has a non-contributory retirement plan covering all non-union, full-time, salaried employees who meet certain requirements as to age and length of service. In November, 1983, at a special meeting of the Company's directors, a resolution to terminate the plan was passed unanimously. The termination was incomplete at November 30, 1984. There were no contributions to the plan during the years ended November 30, 1984 and 1983.

NOTE 5 - Related Party Transactions

Certain of the Company's shareholders and officers are substantial shareholders and officers in John Dehner, Inc. and/or Wayne Asphalt and Construction Co., Inc. Accordingly, these companies are considered related parties. The Company and its related party companies participate on a joint venture basis in rendering bids on certain construction contracts. Management believes that the terms of the joint venture arrangements are consummated under terms equivalent to similar agreements entered into with other "arms length" contractors.

NOTE 6 - Provision for Federal Income Taxes

Detailed below is a reconciliation of income (loss) before federal income taxes with taxable losses on the federal income tax returns:

	<u>11-30-84</u>	<u>11-30-83</u>
Income (loss) before federal income taxes	\$119,204	(\$243,958)
Timing differences attributable to method of recognizing income on contracts	(113,071)	89,862
Permanent differences	(3,377)	(3,764)
Net operating loss carryovers utilized in the current year	(2,756)	0
Taxable (loss)	<u>\$ 0</u>	<u>(\$157,860)</u>
Current taxes	<u>\$ 0</u>	<u>\$ 0</u>
Deferred taxes	<u>\$ 23,571</u>	<u>\$ 0</u>
Less: Investment tax credit carryovers utilized	<u>23,571</u>	<u>0</u>
Net deferred taxes	<u><u>\$ 0</u></u>	<u><u>\$ 0</u></u>

NOTES TO FINANCIAL STATEMENTS (CONTINUED)

NOTE 6 - Provision for Federal Income Taxes (Continued)

The Company has the following carryovers for federal and state income tax purposes:

<u>Type</u>	<u>Federal</u>	<u>State</u>	<u>Expiration</u>
Net operating loss	\$180,140	\$ 0	11-30-95
Net operating loss	\$364,198	\$ 25,344	11-30-96
Net operating loss	\$445,927	\$396,897	11-30-97
Net operating loss	\$157,860	\$140,977	11-30-98
Investment credit	\$ 85,798	N/A	11-30-95
Investment credit	\$ 312	N/A	11-30-96
Investment credit	\$ 814	N/A	11-30-97
Jobs credit	\$ 38,362	N/A	11-30-86

NOTE 7 - Notes Payable - Bank

The corporation is indebted to Lincoln National Bank and Trust Co. of Fort Wayne on the following notes:

At 11-30-84:

	<u>Amount</u>	<u>Due</u>	<u>Interest Rate</u>	<u>Collateral</u>
Current portion	\$ 70,000	\$5,884/mo.	12 1/2%	Equipment
Non-current portion	274,116	+ int.		R.E. mtg.

At 11-30-83:

Current portion	\$403,000	03-01-84	11%	Equipment
-----------------	-----------	----------	-----	-----------

DETAILS RELATIVE TO ASSETS

1 (a) on hand.....\$ 150
Cash (b) deposited in banks named below.....184,190
(c) elsewhere (state where).....

NAME OF BANK	LOCATION	DEPOSIT IN NAME OF	AMOUNT
Lincoln Nat'l Bank & Tr. Co.	Fort Wayne, In	Spears-Dehner, Inc.	180,813
Lincoln Nat'l Bank & Tr. Co.	Fort Wayne, In	5 key employees	2,500
American State Bank	Albion, In	Spears-Dehner, Inc.	877

2 (a) due within 90 days.....\$ -
Notes receivable (b) due after 90 days.....-
(c) past due.....4,496

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	DATE OF MATURITY	HOW SECURED	AMOUNT
Donald G. Spears Fort Wayne, In	Ins. Prem.	11-30-79	Life ins. Policy	4,496

Have any of the above been discounted or sold?.....no.....If so, state amount, to whom, and reason.....

3 Accounts receivable from completed contracts exclusive of claims not approved for payment.....\$ 298,393

NAME AND ADDRESS OF OWNER	NATURE OF CONTRACT	AMOUNT OF CONTRACT	AMOUNT RECEIVABLE
(See Schedule Attached)			

Have any of the above been assigned, sold, or pledged?.....no.....If so, state amount, to whom, and reason.....

4 Sums earned on uncompleted contracts, as shown by engineer's or architect's estimate:
(a) Amount receivable after deducting retainage.....\$ 88,009
(b) Retainage to date due upon completion of contract.....14,477

DESIGNATION OF CONTRACT AND NAME AND ADDRESS OF OWNER	AMOUNT OF CONTRACT	AMOUNT EARNED	AMOUNT RECEIVED	RETAINAGE		AMOUNT EXCLUSIVE OF RETAINAGE
				WHEN DUE	AMOUNT	
(See Schedule Attached)						

Have any of the above been sold, assigned, or pledged?.....no.....If so, state amount, to whom, and reason.....

* List separately each item amounting to 10 per cent or more of the total and combine the remainder.

SPEARS-DEHNER, INC.

Accounts Receivable From Completed Contracts
November 30, 1984

Name and Address of Owner	Nature of Contract	Amount of Contract	Amount Due	
Indiana Department of Highways 100 No. Senate Avenue Indianapolis, IN 46204	Contract B-14028 Bridge repair	\$259,199	\$ 14,060 13,042	Current Retainage
Indiana Department of Highways 100 No. Senate Avenue Indianapolis, IN 46204	Contract B-14036 Bridge repair	502,748	22,288 25,608	Current Retainage
Ryan, Incorporated P. O. Box 206 Janesville, WI 53545	Equipment rental G M site	N/A	111,218	Current
City of Plymouth, IN. - Cole Engineers 2211 E. Jefferson South Bend, IN 46115	Industrial Park Improvements	184,784	9,200	Retainage
Indiana Department of Highways 100 No. Senate Avenue Indianapolis, IN 46204	Contract B-14220 Bridge repair	228,813	423 11,332	Current Retainage
Delaware County Airport Authority Muncie, IN 47302	Project AIP-3-18-0059-02	153,707	16,234	Retainage
John Dehner, Inc. P. O. Box 11346 Fort Wayne, IN 46857	Sub-contracts Grading	180,437	29,159 14,399	Current Retainage
John Dehner, Inc. P. O. Box 11346 Fort Wayne, IN 46857	Equipment rental	9,950	9,950	Current
Various customers	Landfill operation	N/A	21,480	Current
			\$298,393 \$229,422	
			\$208,578 89,815	Current Retainage
			\$298,393 \$229,422	

SPEARS-DEHNER, INC.

Accounts Receivable - Contract in Progress
November 30, 1984

Description of Contract and for Whom Performed	Amount of Contract	Amount Earned	Amount Received	Retainage		Amount Due Exclusive of Amount Retained
				When Due	Amount	
Grading - Baer Field Airport Board of Aviation Commissioners Baer Field Fort Wayne, IN	\$256,099	\$144,770	\$42,284	Comp.	\$14,477	\$88,009
					\$14,477	\$88,009

DETAILS RELATIVE TO ASSETS (Continued)

5* | Accounts receivable not from construction contracts \$ 16,783

RECEIVABLE FROM: NAME AND ADDRESS	FOR WHAT	WHEN DUE	AMOUNT
Jerry Wolff - Fort Wayne, In	Sale of R E	9-22-81	300
Donald Spears - Fort Wayne, In	Funds Adv.	12-10-84	16,483

What amount, if any, is past due \$ None

6 | Deposits with bids or otherwise as guarantees \$ None

DEPOSITED WITH: NAME AND ADDRESS	FOR WHAT	WHEN RECOVERABLE	AMOUNT

7 | Interest accrued on loans, securities, etc. \$ None

ON WHAT ACCRUED	TO BE PAID WHEN	AMOUNT

8 | Real estate { (a) Used for business purposes (Items 1, 2, & 3) \$ 15,422
 book value { (b) Not used for business purposes (Items 4 & 5) 99,095

DESCRIPTION OF PROPERTY	IMPROVEMENTS		TOTAL BOOK VALUE
	NATURE OF IMPROVEMENTS	BOOK VALUE	
1 (See Schedule Attached)			
2			
3			
4			
5			
6			
7			

LOCATION	HELD IN WHOSE NAME	ASSESSED VALUE	AMOUNT OF ENCUMBRANCES
1 (See Schedule Attached)			
2			
3			
4			
5			
6			
7			

• List separately each item amounting to 10 per cent or more of the total and combine the remainder.

SPEARS-DEHNER, INC.

Schedule of Real Estate and Improvements
November 30, 1984

Description of Property	Land Cost	Buildings and Improvements			Total	
		Nature of Improvements	Cost	Accumulated Depreciation	Cost Less Accum. Depr.	Cost Less Accum. Depr.
(1) 6.93 acres in the S. E. 1/4 Sec. 21 Twp. 31 N. 12 E. - shops	\$ 8,944	(A) 1 - 40'x100'x14' Butler rigid frame building - aluminum covered (Shop #1)	\$ 9,949	\$ 9,949	\$ 0	
		(B) 1 - 40'x200'x14' Butler rigid frame building - aluminum covered (Shop #2)	14,033	14,033	0	\$ 8,944
		(C) Exterior remodeling on buildings (A) and (B)	6,971	6,971	0	
(2) Lot #117 in amended plot of lots 109 - 130 in Lincoln Dale Additions - yard	5,499	None				5,499
(3) None	0	Part interest in addition to office building - 1212 Clark Street, Fort Wayne, Indiana	6,653	5,674	979	979
(4) 87.389 acres in Grand View Gardens Addition and Zubers Third Suburban Addition	63,985	None				63,985
(5) 34 vacant lots in Oldsdale Addition to the City of Fort Wayne, Indiana	35,110	None	0	0	0	35,110
	\$112,538		\$37,606	\$36,627	\$ 979	\$114,517
		Held in Whose Name	Assessed Value	Maturity Date	Encumbrances	Amount
(1) Washington Twp., Allen County, IN		Spears-Dehner, Inc.	\$53,200	-	-	none
(2) Washington Twp., Allen County, IN		Spears-Dehner, Inc.	2,800	-	-	none
(3) Washington Twp., Allen County, IN		Spears-Dehner, Inc.	Taxed to John Dehner, Inc.	-	-	none
(4) Adams Twp., Allen County, IN		Spears-Dehner, Inc.	17,050	-	-	none
(5) Wayne Twp., Allen County, IN		Spears-Dehner, Inc.	24,590	-	-	none
			\$97,640			

Stocks and bonds:	(a) Listed—present market value.....	\$ -
	(b) Unlisted—present value.....	39,388

	DESCRIPTION	ISSUING COMPANY	LAST INT. OR DIV. PAID		PAR VALUE	PRESENT MARKET VALUE	QUANTITY	AMOUNT
			DATE	%				
1	Barrett Bonds	City of Ft. Wayne	8-84	7	39,388	39,388		39,388
2								
3								
4								
5								
6								
7								

WHO HAS POSSESSION		IF ANY ARE PLEDGED OR IN ESCROW, STATE FOR WHOM AND REASON	AMOUNT PLEDGED OR IN ESCROW
1	Spears-Dehner, Inc.	None	None
2			
3			
4			
5			
6			
7			

10	Materials in stock and not included in Item 4, Assets:		
	(a) For use on uncompleted contracts (present value).....	(Cost).....	None.....
	(b) Other materials (present value).....

[illegible]

11.	Equipment at book value.....	\$154,859
-----	------------------------------	-----------

[illegible]

Are there any liens against the above? Yes If so, state total amount See Note 8 to Financial Statements \$

DETAILS RELATIVE TO ASSETS (Continued)

12	Furniture and fixtures at book value.....	\$ 266
13	Other assets.....	\$ 34,263

DESCRIPTION	AMOUNT
Cash surrender value of life insurance (less loans)	28,774
Prepaid expenses	5,489

TOTAL ASSETS : 949,791

DETAILS RELATIVE TO LIABILITIES

1	Notes payable { (a) To banks, regular.....	\$ 344,166
	(b) To banks for certified checks.....	
	(c) To others for equipment obligations.....	
	(d) To others exclusive of equipment obligations.....	

TO WHOM: NAME AND ADDRESS	WHAT SECURITY	WHEN DUE	AMOUNT
Lincoln National Bank & Trust Co. Fort Wayne, In	equipment & R. E. Mortgage	5833./mo + int.	344,166

2	Accounts payable { (a) Not past due.....	\$ 111,632
	(b) Past due.....	

TO WHOM: NAME AND ADDRESS	FOR WHAT	DATE PAYABLE	AMOUNT
(See Schedule Attached)			

3	Real estate encumbrances (See Item 8, Assets) (See note 8 to Financial Stmts.)	\$
---	--	----

4	Other liabilities.....	\$ 71,161
---	------------------------	-----------

DESCRIPTION	AMOUNT
(See Schedule Attached)	71,161

5	Reserves.....	\$
---	---------------	----

INTEREST	INSURANCE	BLDGS. & FIXT.	PLANT DEPR.	TAXES	BAD DEBTS		
\$	\$	\$	\$	\$	\$	\$	\$

6	Capital stock paid up { (a) Common.....	\$ 300,000
	(b) Preferred.....	

7	Surplus (net of \$400,000 treasury stock)	\$122,832
---	---	-----------

TOTAL LIABILITIES : 949,791

SPEARS-DEHNER, INC.List of Accounts Payable - November 30, 1984

<u>TO WHOM:</u>			<u>Date</u>	
<u>Name and Address</u>	<u>For What</u>		<u>Payable</u>	<u>Amount</u>
<u>General Vendors:</u>				
John Dehner, Inc. Fort Wayne, IN	Labor & equipment rent		12-23-82	\$ 30,000
Leonard J. Andorfer & Co., Inc. Fort Wayne, IN	1984 audit work		12- 6-84	2,750
Beaty Rehabilitation System & Supplies Indianapolis, IN	Epoxy		5-24-84	2,087
MacAllister Machinery, Inc. Indianapolis, IN	Repair parts		12- 6-84	2,988
May Stone & Sand Fort Wayne, IN	Stone & sand		12-13-84	2,160
NCR Credit Corp. Dayton, OH	Purchase of computer		12-10-84	3,818
Norton Bancroft Muncie, IN	Borrow pit		11-30-79	4,195
Reid-Holcomb, Inc. Indianapolis, IN	Repair parts		12- 6-84	2,603
Donald Spears Fort Wayne, IN	Travel expenses		12-13-84	3,056
State Equipment Co., Inc. Indianapolis, IN	Repair parts		12- 6-84	3,253
Tractors, Inc. Celina, OH	Repair parts		12-13-84	4,986
Tucker Star Petroleum Fort Wayne, IN	Gas, oil, fuel		12-13-84	4,946
I.U.O.E. Fringe Benefits Terre Haute, IN	Union expense		12- 6-84	4,320
Brookes Construction Co., Inc. Fort Wayne, IN	Service contract		12-28-84	2,596
Various vendors under \$1,000	Various		Various	<u>8,040</u>
Total General Vendors				<u>\$ 81,798</u>

SPEARS-DEHNER, INC.List of Accounts Payable (Continued) - November 30, 1984

<u>TO WHOM:</u> <u>Name and Address</u>	<u>For What</u>	<u>Date Payable</u>	<u>Amount</u>
<u>Subcontractors:</u>			
Slusser's Green Thump Logansport, IN	Subcontract	Completion	\$ 5,615
Hoosier Fence Co., Inc. Indianapolis, IN	Subcontract	Completion	833
Acme Paving Co., Inc. Anderson, IN	Subcontract	Completion	7,066
E & B Paving, Inc. Noblesville, IN	Subcontract	Completion	968
Metropolitan, Inc. Fort Wayne, IN	Subcontract	Completion	3,443
Astro Paving, Inc. Zionsville, IN	Subcontract	Completion	7,959
J & B Trucking & Service Indianapolis, IN	Subcontract	Completion	521
United Surveying, Inc. Indianapolis, IN	Subcontract	Completion	280
Fox Contractors Corp. Fort Wayne, IN	Subcontract	Completion	114
Jansma Coursey Asphalt Tippecanoe, IN	Subcontract	Completion	2,576
B & D Steel Construction, Inc. Shelbyville, IN	Subcontract	Completion	197
J & D Renovations Constr. Co. Richmond, IN	Subcontract	Completion	110
Rouse Barricade Co. Indianapolis, IN	Subcontract	Completion	152
Total Subcontractors			<u>\$ 29,834</u>
Total Accounts Payable			<u><u>\$111,632</u></u>

SPEARS-DEHNER, INC.

<u>Description</u>	<u>Date Payable</u>	<u>Amount</u>
Payroll taxes, etc. withheld	12-15-84	\$ 2,298
Unemployment taxes payable	1-31-85	1,145
Indiana sales & gross income tax payable	1-31-85	9,760
Local tax on real estate and personal property	5 & 11-85	21,958
Accrued interest	1-85	2,684
Accrued salary	12-84	<u>33,316</u>
		<u><u>\$71,161</u></u>

If a corporation answer this:

Amount for which incorporated _____ Authorized 10,000 shares - outstanding 2250 shares

Capital paid in cash _____ \$ 15,406.66

When incorporated _____ April 20, 1946

In what state _____ Indiana

Names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the corporation, including its officers, the signatures of whom are legally binding.

Donald G. Spears - President

Edward L. Dehner - Vice President

Gerald G. Dehner - Secretary-Treasurer

Do you have necessary "certificate of authority" to transact corporate business in this state, under the terms of Chapter 215, Acts of 1929, and acts amendatory thereto? _____ Yes

If a co-partnership answer this:

Date of organization _____

State whether co-partnership is general, limited or association _____

Give the names, addresses and proportional interests of all parties:

Name	Address	Share
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

The name of the partnership firm under which the above partners are operating is.....

Give names and titles of all persons having authority to execute and receipt estimate vouchers and to conduct other business for the partnership, the signatures of whom are legally binding.

The undersigned hereby declares that the foregoing is a true statement of the financial condition of the individual, co-partnership or corporation herein first named, as of the date herein first given; that this statement is for the express purpose of inducing the party to whom it is submitted to award the submitter a contract; and that any depository, vendor or other agency herein named is hereby authorized to supply such party with any information necessary to verify this statement.

Spears-Dehner, Inc.

NOTE: A co-partnership must give firm name and signatures of all partners. A corporation must give full corporate name, signature of official and affix corporate seal.

By: Donald G. Spears
Donald G. Spears, President

Affidavit for Individual

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that the foregoing financial statement, taken from his books, is a true and accurate statement of his financial condition as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

(Applicant must sign here)

_____ day of _____ 19____

Notary Public

Affidavit for Co-Partnership

STATE OF _____ }
COUNTY OF _____ } ss:

_____ being duly sworn, deposes and says that he is a member of the firm of _____; that he is familiar with the books of the said firm showing its financial condition; that the foregoing financial statement, taken from the books of the said firm, is a true and accurate statement of the financial condition of the said firm as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

(Member of firm must sign here)

_____ day of _____ 19____

Notary Public

Affidavit for Corporation

STATE OF Indiana }
COUNTY OF Allen } ss:

Donald G. Spears being duly sworn, deposes and says that he is

President of the Spears-Dehner, Inc.

the corporation described in and which executed the foregoing statement; that he is familiar with the books of the said corporation showing its financial condition; that the foregoing financial statement, taken from the books of the said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof and that the answers to the foregoing interrogatories are true.

Subscribed and sworn to before me this

16th day of April 1985

Donald G. Spears
(Officer must sign here)
Donald G. Spears, President

Henry G. LaMaster
Henry G. LaMaster
Notary Public

My commission expires: April 17, 1988 15

CERTIFICATION BY CERTIFIED PUBLIC ACCOUNTANTS

We have examined the balance sheet of Spears-Dehner, Inc., Fort Wayne, Indiana, as of November 30, 1984. Our examination was made in accordance with generally accepted auditing standards and included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the enclosed balance sheet presents fairly the financial position of Spears-Dehner, Inc., Fort Wayne, Indiana, as of November 30, 1984, in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year.

Leonard J. Andorfer & Co., Inc., Inc.
(Name)

106 Three Rivers North, Fort Wayne, IN 46802
(Address)

By: B. William Andorfer C.P.A.
(Indiana Certificate #2461)

2-7-85
(Date)

ITEMIZED PROPOSAL

Supplementing the enclosed Contractor's Bid Form No. 96, the undersigned submits the following itemized proposal upon which the bid is based. The undersigned further acknowledges that he is fully aware of all conditions existing regarding the project, and has full understanding of all work to be done as outlined in the plans and specifications for the project; and further agrees that any change orders to the contract authorized by the Indianapolis Airport Authority shall be based on the following schedule of unit prices where applicable.

The undersigned shall complete the following statement by checking the appropriate boxes:

(1) The undersigned has ☒ has not () participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, dated March 6, 1961; or Executive Order 11114, dated June 22, 1963; or Executive Order 11246, dated September 24, 1965.

(2) The undersigned has ☒ has not () submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontractors.

(3) If the undersigned has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the undersigned shall submit a compliance report on Standard Form 100, "Employer Information Report EEO-1", prior to the award of contract.

FORT WAYNE MUNICIPAL AIRPORT
AIP 3-18-0022-04

ITEMIZED PROPOSAL
RUNWAY 13 EXTENSION
PAVING AND ELECTRICAL

FAA SPEC. NO.	IN. CODE NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE		AMOUNT	
					WORDS	NUMERALS		
M-100-4.1	100.0	Mobilization & Demobilization	LS	1	Sixty-three thousand dollars/cents	63,000.00	63,000.00	
M-102-3.1	263.0	Pavement Removal	SY	809	Seven dollars/seventy cents	7.70	6,229.30	
P-152-4.1	204.0	Unclassified Excavation	CY	22,000	One dollar/fifty cents	1.50	33,000.00	
P-401-6.1a	249.4	Bituminous Surface	TN	399	Thirty-three dollars/no cents	33.00	13,167.00	
P-401-6.1b	249.2	Bituminous Base	TN	14,030	Twenty-eight dollars/thirty cents	28.30	397,049.00	
P-401-6.1c	252.0	Scarify Existing Asphalt	SY	2,418	Six dollars and sixty cents	6.60	15,958.80	
P-603-5.1	265.0	Bituminous Tack Coat	GAL	3,890	One Dollar and ten cents	1.10	4,279.00	
P-501-5.1a	261.2	14" Portland Cement Concrete Pavement	SY	38,528	Thirty two dollars and thirty cents	32.30	1,244,454.40	
P-501-5.1b	262.0	Saw-Cut Grooving	SY	37,556	One dollar and ten cents	1.10	41,311.60	
P-501-5.1c	257.0	8" Reinforced Portland Cement Concrete Pavement	SY	3,333	Twenty-eight dollars and no cents	28.00	93,324.00	
P-620-5.1a	277.0	Runway Painting	SF	64,857	Twenty-six cents ONLY	.26	16,862.82	
P-620-5.1b	277.5	R/W Marking Obiteration	SF	36,595	Eight Cents ONLY	.08	2,927.60	
D-705-5.1a	465.0	6" Perforated CSP	LF	4,930	Eight dollars and sixty-five cents	8.65	42,644.50	
D-705-5.1b	465.0	6" CSP	LF	802	Eight dollars and twenty-five cents	8.25	6,616.50	
D-705-5.1c	463.5	Porous Backfill, No. 8	CY	1,534	Seventeen dollars and sixty cents	17.60	26,998.40	
F-161-5.1a	300.0	47" Farm Field Fence	LF	6,127	Four dollars and fifteen cents	4.15	25,427.05	
F-161-5.1b	305.0	24' Double Gate, 47" FFF	EA	2	Five hundred dollars and no cents	500.00	1,000.00	
F-162-5.1a	309.9	42" Chain-Link Fence	LF	991	Eight dollars and eighty-five cents	8.85	8,770.35	
F-162-5.1b	315.0	24' Double Gate, 42" Chain-Link Fence	EA	1	Five hundred dollars no cents	500.00	500.00	

FAA SPEC. NO.	IN. CODE NO.	DESCRIPTION	UNITS	QUANTITY
L-108-5.1a	613.0	1/c, #8, 5KV Cable in Duct	LF	5,476
L-108-5.1b	614.0	#8, Counterpoise, in Trench	LF	5,278
L-110-5.1a	649.0	4-Inch, 4-Way Duct	LF	390
L-110-5.1b	651.6	2" Steel Conduit	LF	195
L-110-5.1c	650.5	2" PVC Duct	LF	4,944
L-125-5.1a	660.0	H.I. R/W Light, Base Mtd. L-862	EA	31
L-125-5.1c	630.0	Series Cutout	LS	1
L-125-5.1d	666.0	PAPI-4	SET	1
L-125-5.1e	664.0	REILS	SET	1
L-125-5.1f	640.2	Junction Box	EA	2
T-901-7.1	501.1	Mulched Seeding	MSF	2,648
T-904-5.1	503.0	Sodding	SY	3,359
T-905-5.1	504.5	Topsoil	CY	1,436
	101.1	Field Office, 120 SF	MOS	6
TOTAL				

UNIT PRICE		AMOUNT	
WORDS	NUMERALS		
One Dollar No Cents	1.00	5,476.00	
Seventy Cents	.70	3,694.60	
Twenty nine dollars and eighty-five cents	29.85	11,641.50	
Eight Dollars No Cents	8.00	1,560.00	
Four Dollars No Cents	4.00	19,776.00	
Six hundred ninety dollars/no cents	690.00	21,390.00	
Six hundred thirty dollars/no cents	630.00	630.00	
Nineteen thousand two hundred dollars/no cents	19,200.00	19,200.00	
Fifteen thousand five hundred dollars/no cents	15,500.00	15,500.00	
Five hundred dollars/no cents	500.00	1,000.00	
Twenty-four dollars/no cents	24.00	63,552.00	
Two dollars and fifty five cents	2.55	8,565.45	
Two dollars/no cents	2.00	2,872.00	
Four hundred dollars/no cents	400.00	2,400.00	
Two million two hundred twenty thousand seven hundred seventy-seven dollars and eighty seven cents.		2,220,777.87	

The undersigned further agrees to complete all work for the project in
80 working days.

The undersigned hereby acknowledges receipt of the following Addenda:

No. One (1) Dated: April 10, 1985

No. Two (2) Dated: April 22, 1985

No. _____ Dated: _____

IN TESTIMONY WHEREOF, the bidder has hereunto set his hand this 16th
day of April 1985.

(Seal)

Spears-Dehner, Inc.

(Individual, Firm, or Corporation)

By: Donald W. Spear

Title: President

ATTEST: Shirley Dehner
Secretary

CONTRACTOR'S BID

on Fort Wayne Municipal Airport - AIP Project 3-18-0022-04
Runway 13 Extension ^{Insert class of work} Paving and Electrical
Fort Wayne, Indiana, April 16, 19 85
To City of Fort Wayne, Board of Aviation Commissioners

Pursuant to notices given, the undersigned proposes to furnish all material and labor necessary to complete the
Runway 13 Extension, Paving and Electrical - AIP Project 3-18-0022-04 - Fort Wayne
^{Insert class of work} Municipal AirPort

to be located Fort Wayne Municipal Airport, Baer Field
according to the plans and specifications prepared by Wetzel Engineers, 222 N. New Jersey Street,
^{Engineer or Architect}
Indianapolis, Indiana, now on file in the office of Department of
Purchases, City of Fort Wayne for the sum of Two million two hundred twenty
^{State amount in figures and words}
thousand seven hundred seventy-seven dollars/eighty-seven cents \$ 2,220,777.87

If extra work is necessary to extend the foundations to a greater depth than required by the plans and specifications, or otherwise, such extra work will be completed according to the written instructions of the architect and owner for the following unit prices:

Excavation	\$ 30.00	per cu. yd.
Concrete work (including forms)	\$ 1,000.00	per cu. yd.
Brick work	\$ 1,500.00	per M.
(State whether actual brick or mason's measurement)		
	\$	

ALTERNATE BIDS

The undersigned also proposes to furnish or to omit all labor and material necessary to complete work as required by the "Alternate Bids," as provided in the plans and specifications as follows:

(State the number of alternate, if given in the specifications; if not, state the exact character of the work which it is proposed to add, or to omit from the work as provided for in the plans and specifications and the amount to be added or deducted from base bid.)

Alternate No. 1.

** - 96-a on file and attached hereto
** - Affirmative Action on File.

BID OF

Spears-Dehner, Inc. Contractor
P.O. Box 11246
1212 Clark Street

Fort Wayne, IN 46856 Address

FOR

Bid Reference No. 1197 -

Fort Wayne Municipal Airport
Runway Extension - Paving and

Electrical - AIP-3-18-0022-04

Filed _____, 19____

Action taken _____

A.E. BOYCE CO., INC. - MUNCIE, INDIANA

Note: Bidders for work for all municipalities, except counties, use this form.

Enclosed herewith find ^{Bid Bond} ~~certified check~~ for \$ _____, being 5 % of the maximum bid
herein, made payable to City of Fort Wayne - Board of Aviation Commissioners
Name of officer and municipality Board of Aviation Commissioners
The proceeds of which are to remain the absolute property of said City of Fort Wayne Municipality
if Spears-Dehner, Inc. shall not within ten (10) days after notice of acceptance
Bidder of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the
contract in the approval of the proper officials of said City of Fort Wayne Municipality

Note: Bidders on county work use this form.

Enclosed herewith find a bidder's bond in an amount equal to the maximum bid herein, subject to the approval of the board of county commissioners, conditioned as follows: That if the board of county commissioners shall award _____ the contract for said work, that _____ shall within _____ days enter into a contract with said board for said work and shall well and faithfully do and perform the same in all respects according to the plans and specifications adopted by said board and according to the time, terms and conditions specified in said contract to be entered into and shall promptly pay all debts incurred in the prosecution of said work.

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and Donald G. Spears
agents or representatives present at the time of filing this bid, being duly sworn on their oaths say, that neither they nor any of them, have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne whereby such affiant or affiants or either of them, has paid or is to pay to such bidder or public officer any sum of money, or has given or is to give to such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids; that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Donald G. Spears
President

Subscribed and sworn to before me by Donald G. Spears
this 16th day of April, 1985

My Commission expires

April 17, 1988

Henry G. LaMaster
Henry G. LaMaster, Notary Public

Subscribed and sworn to before me by _____
this _____ day of _____, 19____

My Commission expires

Subscribed and sworn to before me by _____
this _____ day of _____, 19____

My Commission expires

(If additional space is needed for alternates, use blank space on reverse side.)

The Contractor and his sub-contractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

IN TESTIMONY WHEREOF, The bidder has hereunto set his hand this _____ day of _____, 19____.

Bidder

IN TESTIMONY WHEREOF, The bidder (a firm) have hereunto set their hands this _____ day of _____, 19____.

(Firm name) _____

Individual names {

By _____

IN TESTIMONY WHEREOF, The bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this _____ 16th day of _____ April _____, 19 85

Spears-Dehner, Inc.

Name of corporation

(Seal)

President

Secretary

TERMS OF ACCEPTANCE

The above bid is accepted or rejected this _____ day of _____, 19____, subject to the following conditions: _____

(Signed) _____

Attest _____

DIGEST SHEET

J-85-05-03

TITLE OF ORDINANCE: SPECIAL

DEPARTMENT REQUESTING ORDINANCE: PURCHASING

SYNOPSIS OF ORDINANCE: An ordinance approving the awarding of a bid with respect to the purchase of materials and labor for the extension of Runway 13 for the Board of Aviation.

EFFECT OF PASSAGE: At the approach end of Runway 13, there are R.R. tracks that interfere with a glide slope and it is recommended by FAA that the runway be extended thus enabling the closing of approx. 1000 ft of the approach. This will allow planes to land more safely.

EFFECT OF NON-PASSAGE: Continued interference with the R.R. tracks that inhibit planes from landing.

MONEY INVOLVED (Direct costs, Expenditures, Savings):
McMahan-O'Connor Construction Inc. - \$1,956,833.90.

ASSIGNED TO COMMITTEE (President):

BILL NO. S-85-05-03

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS

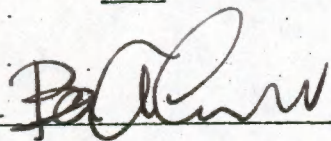
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Civil City Purchase
Order Number A-39891 with McMahan-O'Connor Construction for the Board
of Aviation of the City of Fort Wayne, Indiana

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

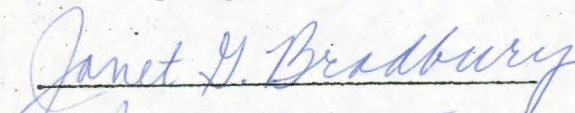
(~~RESOLUTION~~) DO PASS DO NOT PASS WITHDRAWN

YES

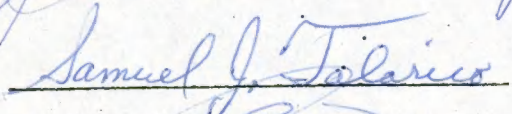
NO



BEN A. EISBART
CHAIRMAN



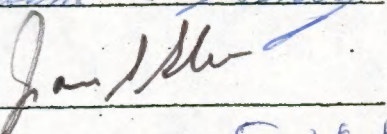
JANET G. BRADBURY
VICE CHAIRWOMAN



SAMUEL J. TALARICO



THOMAS C. HENRY



JAMES S. STIER

CONCURRED IN 5-28-85

SANDRA E. KENNEDY
CITY CLERK